

EXHIBIT I

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)
ANTITRUST LITIGATION)
) No. 11-CV-2509-LHK
THIS DOCUMENT RELATES TO:)
ALL ACTIONS.)
_____)

HIGHLY CONFIDENTIAL - FOR ATTORNEYS' EYES ONLY

VIDEO DEPOSITION OF ERIC SCHMIDT

FEBRUARY 20, 2013

Reported by: Rosalie A. Kramm, CSR No. 5469, CRR

10:39:09 1 just let me know that you are not clear about it, and
10:39:12 2 I'll do my best to make it clear before you have to
10:39:14 3 answer. Fair enough?

10:39:15 4 A. Sure.

10:39:16 5 Q. All right. I know it is very well-known, but
10:39:21 6 let's go through a brief bio of your professional
10:39:24 7 background, if you would.

10:39:25 8 A. You can look it up on Google.

10:39:26 9 Q. I can, and I have.

10:39:29 10 A. What would you like to know?

10:39:30 11 Q. Starting with your first position after
10:39:34 12 graduate school.

10:39:39 13 A. I worked at Xerox Palo Alto Research Center.

10:39:43 14 Q. Could you keep your voice up a little bit, and
10:39:46 15 tell me that again, please.

10:39:48 16 A. I worked at Xerox Palo Alto Research Center.

10:39:51 17 Q. All right. During what time period?

10:39:53 18 A. Until 1983.

10:39:54 19 Q. And then where did you go?

10:39:56 20 A. I worked at Sun Microsystems for 14 years.

10:39:58 21 Q. And what was your opening position there?

10:40:03 22 A. Director of software engineering.

10:40:05 23 Q. What was your position at the end?

10:40:07 24 A. Chief technical officer.

10:40:10 25 Q. And when did your time with Sun Microsystems

10:40:14 1 come to an end?

10:40:16 2 A. 1997.

10:40:16 3 Q. And then where did you go, sir?

10:40:18 4 A. Novell as the CEO.

10:40:20 5 Q. And when were you with Novell?

10:40:22 6 A. 1997 until 2001.

10:40:24 7 Q. And then where did you go in 2001?

10:40:26 8 A. Came here to Google.

10:40:28 9 Q. And what was your initial position with Google?

10:40:32 10 A. It's complicated. I came in as chairman for

10:40:36 11 two months, and then I became CEO for ten years. And I

10:40:43 12 was chairman on and off a bunch of times.

10:40:45 13 Q. All right. Were you on the board of directors

10:40:47 14 throughout that time period?

10:40:48 15 A. Yes, I was.

10:40:49 16 Q. And what is your current position at Google?

10:40:52 17 A. I'm now the executive chairman and member of

10:40:54 18 the board of Google.

10:40:56 19 Q. What is the executive chairman position?

10:40:59 20 A. Whatever I'd like it to be.

10:41:04 21 Q. And -- all right, sir.

10:41:06 22 Do you have an understanding as to what the
10:41:08 23 lawsuit that we're here is all about?

10:41:10 24 A. I do.

10:41:10 25 Q. What is your understanding of the claims that

10:41:12 1 are being made?

10:41:16 2 A. Well, I won't represent your claims. You can
10:41:19 3 represent your claims. My understanding is that this is
10:41:23 4 an argument over the hiring practices that existed
10:41:27 5 between roughly 2005 and roughly 2009 between the
10:41:31 6 companies whose lawyers are represented here in the room.

10:41:34 7 Q. And what is it about -- what understanding, if
10:41:37 8 any, do you have about the nature of the hiring practices
10:41:40 9 that are in question?

10:41:43 10 A. Well, I -- the -- the term that's generally
10:41:46 11 used is the do-not-call rules, if that's what you're
10:41:49 12 referring to.

10:41:50 13 Q. What does that mean to you, when you use that
10:41:52 14 term?

10:41:57 15 A. It's easier if I state it as a fact rather than
10:42:00 16 how I -- how it means to me.

10:42:01 17 During this period of time -- and, again, I
10:42:05 18 will represent what Google did, as opposed to what the
10:42:08 19 other companies did; they can speak for themselves. We
10:42:11 20 had various practices, for better -- best -- best way to
10:42:20 21 describe it is we had various practices where we would
10:42:23 22 choose not to call and recruit people from other
10:42:26 23 companies for various periods of time for various
10:42:29 24 reasons.

10:42:33 25 Q. And do you have an understanding as to what the

16:49:12 1 the world.

16:49:13 2 Q. It didn't always be that way. We used to have
16:49:16 3 hard copy documents.

16:49:19 4 In the course of preparing, you've already
16:49:24 5 indicated you didn't actually review any of the testimony
16:49:27 6 in the form of deposition transcripts of prior witnesses.

16:49:31 7 A. That's correct.

16:49:31 8 Q. Nevertheless, was the substance of the
16:49:33 9 testimony of other witnesses described for you in any
16:49:36 10 fashion?

16:49:36 11 A. No. And -- and it's always my preference not
16:49:42 12 to know. I have a set of policies around depositions,
16:49:46 13 which is, I -- I deal with the information that's
16:49:50 14 presented to me in front of me, and I don't -- I don't
16:49:52 15 seek other information.

16:49:54 16 Q. Did you meet or speak with any other Google
16:49:56 17 employees in the course of getting ready for the
16:49:59 18 deposition?

16:49:59 19 A. I did not.

16:50:02 20 Q. Did you do anything else by way of preparation,
16:50:04 21 other than the two-or-so-hour meeting you had with
16:50:07 22 counsel?

16:50:07 23 A. I did not.

16:50:08 24 Q. How many depositions have you given in the
16:50:10 25 course of your professional career?

16:50:12 1 A. I don't know. Tens and tens and tens.

16:50:15 2 Q. I mean, like, a hundred, maybe?

16:50:17 3 A. Maybe not that many. Lots.

16:50:21 4 Q. Mostly at Google or from before as well?

16:50:24 5 A. Oh, no, no. We did plenty at Sun and at

16:50:27 6 Novell.

16:50:28 7 MR. HEIMANN: All right, sir, well, I hope this

16:50:30 8 wasn't too tedious for you. I appreciate your patience,

16:50:32 9 and subject to the qualifications I indicated earlier,

16:50:36 10 that's all I have for you.

16:50:37 11 THE WITNESS: Okay. Well, thank you.

16:50:38 12 MR. MITTELSTAEDT: I have two --

16:50:39 13 THE WITNESS: I'm sorry.

16:50:39 14 MR. MITTELSTAEDT: -- two questions.

16:50:40 15 THE WITNESS: Go ahead.

16:50:40 16

16:50:40 17 EXAMINATION

16:50:41 18 BY MR. MITTELSTAEDT:

16:50:41 19 Q. The other companies in this case are Adobe,

16:50:44 20 Apple, Intel, Intuit, Pixar, and Lucasfilm. Are you --

16:50:49 21 A. Okay.

16:50:49 22 Q. In the 2001 to 2009 period, were you aware of

16:50:55 23 any do-not-cold-call agreements between any of those two

16:51:00 24 companies, other than Google?

16:51:03 25 A. No. I'm not aware of any -- not aware of any

16:51:07 1 deals between any of the other companies in the industry.

16:51:10 2 Q. Did you ever agree with any company that it

16:51:13 3 would have a do-not-cold-call agreement with any of the

16:51:17 4 defendants in this case?

16:51:19 5 A. I'm sorry. Can you -- did I ever agree with

16:51:21 6 any other company that it would not have --

16:51:24 7 Q. That it would have, that it would enter into

16:51:27 8 do-not-cold-call agreements with any of the companies in

16:51:30 9 this case?

16:51:31 10 A. No. Same answer. I -- I'm not aware of any

16:51:35 11 such agreements, except for the discussions we've had

16:51:38 12 concerning Google.

16:51:39 13 Q. And the last question was, did you, yourself,
16:51:43 14 on behalf of Google, ever agree with any company that it
16:51:47 15 would have a do-not-cold-call agreement with another
16:51:50 16 company?

16:51:51 17 A. No.

16:51:53 18 MR. MITTELSTAEDT: That's all I have. Thank
16:51:54 19 you.

16:51:56 20 THE WITNESS: Okay. Any other questions?

16:51:59 21 THE VIDEOGRAPHER: This is the end of Video 3
16:52:01 22 of 3 and concludes today's proceedings. The master
16:52:05 23 videos will be retained by Jordan Media. We are now off
16:52:09 24 the record. The time is 4:52.

16:52:10 25 (The deposition concluded at 4:52 p.m.)

Deposition of Eric Schmidt

In Re: HIGH-TECH EMPLOYEE ANTITRUST LITIGATION

16:41:10 1 I, Rosalie A. Kramm, Certified Shorthand
 16:41:10 2 Reporter licensed in the State of California, License No.
 16:41:10 3 5469, hereby certify that the deponent was by me first
 16:41:10 4 duly sworn and the foregoing testimony was reported by me
 16:41:10 5 and was thereafter transcribed with computer-aided
 16:41:10 6 transcription; that the foregoing is a full, complete,
 16:41:10 7 and true record of said proceedings.

16:41:10 8 I further certify that I am not of counsel or
 16:41:10 9 attorney for either of any of the parties in the
 16:41:10 10 foregoing proceeding and caption named or in any way
 16:41:10 11 interested in the outcome of the cause in said caption.

16:41:10 12 The dismantling, unsealing, or unbinding of the
 16:41:10 13 original transcript will render the reporter's
 16:41:10 14 certificates null and void.

16:41:10 15 In witness whereof, I have hereunto set my hand
 16:41:10 16 this day: February 23, 2013.

16:41:10 17 X Reading and Signing was requested.

16:41:10 18 Reading and Signing was waived.

16:41:10 19 Reading and signing was not requested.

16:41:10 20

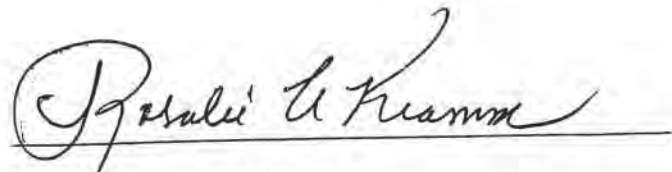
16:41:10 21

16:41:10 22

16:41:10 23

16:41:10 24

25



ROSALIE A. KRAMM

CSR 5469, RPR, CRR

EXHIBIT J

1 UNITED STATES DISTRICT COURT
2
3 NORTHERN DISTRICT OF CALIFORNIA
4
5 SAN JOSE DIVISION

6 IN RE: HIGH-TECH EMPLOYEE)
7 ANTITRUST LITIGATION)
8) No. 11-cv-2509-LHK

9 THIS DOCUMENT RELATES TO:)
10 ALL ACTIONS.)
11 _____)

12
13 CONFIDENTIAL - ATTORNEY'S EYES ONLY
14 VIDEO DEPOSITION OF JOHN WARNOCK
15

16 MARCH 29, 2013
17

18 Taken at: RAY QUINNEY & NEBEKER
19 36 South State Street, Suite 1400
20 Salt Lake City, Utah 84111
21

22
23 Reported by: Teena Green, CSR, RPR, CRR, CBC
24
25

09:27:03 1 transcript and the documents.

09:27:05 2 Are you ready to proceed?

09:27:07 3 THE WITNESS: Sure.

09:27:07 4 MR. SAVERI: Would you swear the witness,
09:27:10 5 please.

6 JOHN WARNOCK,
7 called as a witness for and on behalf of the
8 plaintiff, being first duly sworn, was examined and
9 testified as follows:

10

11

EXAMINATION

12

BY MR. SAVERI:

09:27:20 13 Q. Mr. Warnock, would you state your name for
09:27:23 14 the record, please.

09:27:23 15 A. John Edward Warnock.

09:27:25 16 Q. And are you currently employed?

09:27:29 17 A. No.

09:27:30 18 Q. Are you retired?

09:27:35 19 A. Yes.

09:27:36 20 Q. Before your retirement where did you work?

09:27:41 21 A. Adobe Systems, Incorporated.

09:27:44 22 Q. And are you one of the founders of Adobe?

09:27:47 23 A. Yes.

09:27:48 24 Q. And when did you found Adobe?

09:27:51 25 A. December 2nd, 1982.

09:27:53 1 Q. And when did you stop working for Adobe?

09:28:01 2 A. 2001.

09:28:03 3 Q. And when you stopped working at Adobe were

09:28:08 4 you the CEO of the company?

09:28:10 5 A. No.

09:28:10 6 Q. What was your job when you left the

09:28:12 7 company?

09:28:12 8 A. I was the technical officer.

09:28:14 9 Q. Now, prior to the time you were the CTO,

09:28:20 10 were you the CEO of Adobe?

09:28:23 11 A. Yes.

09:28:23 12 Q. And over what period of time were you the

09:28:26 13 CEO of Adobe?

09:28:27 14 A. I think from 19- -- I was president and in

09:28:32 15 1984, I believe, I became CEO.

09:28:35 16 Q. Okay. Are you a member of the Adobe board

09:28:42 17 today?

09:28:42 18 A. Yes.

09:28:42 19 Q. And what is your position on the Adobe

09:28:47 20 board?

09:28:47 21 A. Co-chairman.

09:28:49 22 Q. And who is -- is there another

09:28:50 23 co-chairman?

09:28:51 24 A. Yes, Charles Geschke.

09:28:53 25 Q. And how do you pronounce his name?

11:03:21 1 vast majority of negotiations.

11:03:23 2 BY MR. SAVERI:

11:03:23 3 Q. Okay.

11:03:24 4 A. So I didn't know any of that.

11:03:27 5 Q. Well, were there -- were there particular
11:03:30 6 companies that you negotiated --

11:03:40 7 A. Yes.

11:03:41 8 Q. -- the general business terms of the
11:03:43 9 relationship with?

11:03:43 10 A. Yes.

11:03:44 11 Q. And in connection with any of those, did
11:03:46 12 you discuss any arrangements regarding recruiting or
11:03:50 13 hiring between Adobe on one hand and another company
11:03:53 14 on the other?

11:03:54 15 A. In negotiating the contracts?

11:03:57 16 Q. Or to the general business terms of the
11:03:59 17 business relationship between Adobe and the other
11:04:02 18 company.

11:04:02 19 A. What does that mean?

11:04:03 20 Q. Well, I -- I take it from your answer that
11:04:11 21 there were -- there were lawyers or other people who,
11:04:14 22 from time to time, were tasked with the job of
11:04:17 23 actually reducing agreements to writing?

11:04:20 24 A. Yes.

11:04:20 25 Q. And that was not your job?

11:04:22 1 A. That's right.

11:04:24 2 Q. And you hired people to do that and you
11:04:26 3 delegated that job to them?

11:04:28 4 A. Yes.

11:04:28 5 Q. But you also from time to time actually
11:04:32 6 negotiated or had discussions with your business
11:04:35 7 counterparts at the other companies?

11:04:37 8 A. Yeah.

11:04:37 9 Q. And in connection with those discussions,
11:04:42 10 did you ever discuss the issue of whether or not there
11:04:44 11 should be an agreement between the two companies
11:04:46 12 regarding hiring and recruiting?

11:04:48 13 A. Yes.

11:04:49 14 Q. And do you recall with whom you discussed
11:04:53 15 that?

11:04:53 16 A. Yes.

11:04:56 17 Q. With which companies?

11:05:02 18 A. We had preliminary discussions with Apple.

11:05:07 19 Q. Okay. Anybody else you recall?

11:05:11 20 A. On that topic, no.

11:05:13 21 Q. Okay. What were the discussions you had
11:05:15 22 with Apple about that subject? And when I say "you,"
11:05:19 23 I mean you yourself.

11:05:20 24 A. Yes. As I said, in 1983, and I would put

11:05:28 25 the timeframe between May -- probably June and when we

11:05:35 1 signed the contract, the employee -- we had ten
11:05:41 2 employees. Apple had the Macintosh division, which
11:05:47 3 was 20 employees, or something like that, of Apple.
11:05:53 4 We were entering in a live-or-die kind of
11:05:58 5 environment where we were exposed to all of the
11:06:00 6 details of the Macintosh, I mean, and worked hand in
11:06:05 7 hand with their engineers. They were exposed to a lot
11:06:10 8 of the details in PostScript and I think in order to
11:06:17 9 establish trust, Chuck and I had a handshake agreement
11:06:20 10 with Steve not to cold call their employees.

11:06:26 11 Q. And did they agree not to cold call --
11:06:30 12 "they," I mean did he, Steve --

11:06:32 13 A. Yes.

11:06:33 14 Q. -- reciprocally agree not to cold call
11:06:36 15 yours?

11:06:37 16 A. That's right. Because if he hired one of
11:06:39 17 ours, that was ten percent of our workforce.

11:06:42 18 Q. Well, he had a much bigger company at that
11:06:44 19 point?

11:06:44 20 A. That's right.

11:06:45 21 Q. And you were much more exposed to the
11:06:47 22 disruption that would be caused by a departure than he
11:06:50 23 was?

11:06:50 24 A. Oh, not in the Mac group.

11:06:53 25 Q. Okay. So it's fair to say that both

11:06:57 1 companies had an interest in making sure that they
11:07:00 2 kept their employees working?

11:07:02 3 A. You know, I think it was a statement of
11:07:04 4 trust. I think we wanted to make statements to say,
11:07:08 5 we trust you, you trust us, and you can rely on that.

11:07:12 6 Q. Did that -- and did you actually discuss
11:07:16 7 that subject with Steve Jobs?

11:07:18 8 A. Yes.

11:07:18 9 Q. And did Mr. Geschke participate in those
11:07:22 10 discussions?

11:07:23 11 A. Yes, he did.

11:07:23 12 Q. Did anybody else other than the three of
11:07:25 13 you?

11:07:25 14 A. No, but everybody in Adobe knew about it.

11:07:28 15 Q. Okay. Well, everybody was ten people?

11:07:31 16 A. That's right. That's the way ten-person
11:07:36 17 companies work.

11:07:36 18 Q. Right. Was that agreement or
11:07:41 19 understanding -- I think you said it was a handshake
11:07:45 20 agreement?

11:07:45 21 A. Yes.

11:07:45 22 Q. Was it ever reduced to writing --

11:07:45 23 A. No.

11:07:48 24 Q. -- in some fashion?

11:07:49 25 And did it come up because there was some

11:07:51 1 incident where someone was recruiting or --

11:07:53 2 A. No.

11:07:53 3 Q. Okay. Now, subsequent to that, as we've

11:08:02 4 discussed, the products that you were working on

11:08:07 5 together were tremendously successful?

11:08:09 6 A. Uh-huh.

11:08:10 7 Q. Historically successful?

11:08:12 8 A. Yes.

11:08:12 9 Q. And the company grew?

11:08:15 10 A. Yes.

11:08:15 11 Q. Was that -- did that understanding about

11:08:18 12 cold calling recruiting continue when the companies

11:08:25 13 began to mature, become bigger and more

11:08:28 14 institutionalized?

11:08:31 15 A. Chuck and I -- this is personally my view.

11:08:34 16 Q. Yeah.

11:08:35 17 A. My deal and Chuck's deal was with Steve.

11:08:39 18 Q. Okay.

11:08:40 19 A. When Steve left Apple, I didn't care.

11:08:44 20 Q. Okay. Now, by the time Steve left, and,

11:08:53 21 again, I think it's in approximately 1985, how big had

11:08:57 22 Adobe become in terms of workforce?

11:09:00 23 A. Oh --

11:09:01 24 Q. You had a lot more than ten people?

11:09:03 25 A. Yeah, it was way -- it was probably --

11:12:44 1 in Apple.

11:12:45 2 Q. Okay. So -- and did that -- was that your
11:12:51 3 view generally until Jobs returned to Apple?

11:12:53 4 A. Yeah.

11:12:54 5 Q. Okay. Now, when Apple returned, though,
11:12:59 6 did you think you --

11:13:00 7 MR. WALDMAN: You said "Apple."

11:13:02 8 BY MR. SAVERI:

11:13:02 9 Q. Excuse me.

11:13:03 10 When Jobs returned to Apple, did you think
11:13:06 11 your understanding with Steve Jobs kind of transferred
11:13:10 12 back along with him from NeXT to Apple?

11:13:16 13 A. Yes, basically. You have to understand, I
11:13:18 14 only overlapped a couple of years when Steve came
11:13:22 15 back.

11:13:22 16 Q. So if I have this right, he came back in
11:13:25 17 approximately 1997?

11:13:26 18 A. Yeah.

11:13:26 19 Q. And you went from being the CEO to the CTO
11:13:30 20 in something like 2000?

11:13:32 21 A. 2000, yes.

11:13:33 22 Q. And then you had left the company in 2001?

11:13:35 23 A. Yes.

11:13:35 24 Q. Okay.

11:13:35 25 A. I was only CTO for a couple of months.

16:27:46 1 Q. Did you read parts that referred to you or
16:27:48 2 to Adobe?

16:27:50 3 A. Yes.

16:27:50 4 Q. Did you read anything in there that
16:27:54 5 surprised you?

16:27:54 6 A. No.

16:27:56 7 Q. Did you read anything in there that you
16:27:59 8 thought was inaccurate?

16:28:00 9 A. I would have to review that section --

16:28:04 10 Q. Okay.

16:28:04 11 A. -- for accuracy.

16:28:06 12 Q. Okay.

16:28:07 13 A. I -- I came out pretty well in it.

16:28:10 14 Q. Okay. A couple of questions.

16:28:17 15 There's some possibility that the trial in
16:28:18 16 this case is going to be in November of this year.

16:28:20 17 A. Okay.

16:28:21 18 Q. Do you have any plans to be outside of
16:28:23 19 California at that time?

16:28:25 20 A. I would have to check with my wife.

16:28:33 21 Q. Okay. So as you sit here today, do you
16:28:37 22 plan to be out of the country or take a long trip or
16:28:39 23 be in Utah in November?

16:28:41 24 A. I think we're -- I don't know whether
16:28:51 25 it's -- I think we. Let's see. October 13th, I'm

16:28:56 1 not -- I don't think so.

16:28:56 2 Q. Okay.

16:28:57 3 A. I don't think so.

16:28:57 4 Q. Okay. I don't have any questions, any
16:29:00 5 further questions.

16:29:02 6 MR. WALDMAN: Dr. Warnock, just a couple
16:29:04 7 of questions and then we'll be done.

16:29:06 8 EXAMINATION

16:29:06 9 BY MR. WARNOCK:

16:29:07 10 Q. You testified earlier today about the
16:29:09 11 agreement that you reached with Steve Jobs
16:29:11 12 and Apple --

16:29:11 13 A. Yes.

16:29:11 14 Q. -- the do not cold call agreement.

16:29:11 15 A. Yes.

16:29:13 16 Q. You remember that, I take it?

16:29:14 17 A. Yes.

16:29:14 18 Q. Did Mr. Jobs ever indicate to you whether

16:29:16 19 Apple had any other do-not-cold-call agreements with

16:29:19 20 any company other than Adobe?

16:29:21 21 A. No.

16:29:22 22 Q. Do you know whether they did have any?

16:29:25 23 A. No.

16:29:25 24 Q. Did whether Apple had any do-not-cold-call

16:29:30 25 agreements with any other company influence your

16:29:33 1 decision one way or the other to enter into the
16:29:34 2 do-not-cold-call with Apple?
16:29:38 3 A. No.
16:29:39 4 Q. Last question: You testified earlier
16:29:41 5 today, I think, that you hadn't discussed
16:29:41 6 do-not-cold-call calls with any other company. I just
16:29:45 7 wanted to confirm that included the parties in this
16:29:47 8 litigation, which are Google, Intuit, Pixar, Lucas
16:29:52 9 Film and Intel.
16:29:53 10 A. That's correct.
16:29:55 11 MR. WALDMAN: I have no further questions.
16:29:58 12 MR. SAVERI: I have just one follow-up
16:29:59 13 question.
16:29:59 14 FURTHER EXAMINATION
16:29:59 15 BY MR. SAVERI:
16:29:59 16 Q. Your lawyer just asked you about your
16:30:01 17 knowledge of agreements with other companies. Do you
16:30:04 18 know if Mr. Chizen, in his conversations with Mr. Jobs
16:30:10 19 around the agreement -- discussions regarding
16:30:12 20 agreements that he had, which I showed you some
16:30:14 21 documents about which were in -- well, let me back up.
16:30:19 22 Do you recall I showed you some documents
16:30:20 23 earlier today which were communi- -- which evidenced
16:30:24 24 communications between Mr. Chizen and Jobs about the
16:30:27 25 subject of cold calling in the 2005/2006 period? Do

16:30:32 1 you recall those?

16:30:33 2 A. Yes.

16:30:33 3 Q. Do you know if during those communications

16:30:37 4 Steve Jobs and Bruce Chizen ever discussed any

16:30:42 5 agreements that Apple had with any of the other

16:30:46 6 defendants in this case?

16:30:47 7 A. No, I don't.

16:30:48 8 Q. Okay. I have no further questions. Thank

16:30:52 9 you very much.

16:30:52 10 THE WITNESS: Great. Thank you. And

16:30:55 11 thank you for finishing on time.

16:30:56 12 VIDEOGRAPHER: This concludes the

16:30:58 13 deposition of Dr. John Warnock. We are going off the

16:31:00 14 record. The time is 4:31 p.m. This is the end of

16:31:03 15 card number three.

16 (Concluded at 4:31 p.m.)

17

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1 CERTIFICATE

2

3 This is to certify that the witness in the
4 foregoing deposition was duly sworn to testify to the
5 truth, the whole truth, and nothing but the truth in
6 the within-entitled cause;

7 That said deposition was taken at the time and
8 place herein named;

9 That the testimony of said witness was reported
10 by me in stenotype and thereafter transcribed into
11 written form;

12 That review of this deposition was requested
13 and, therefore, pursuant to Rule 30(e) of the Utah
14 Rules of Civil Procedure the witness shall have 30
15 days in which to review and make changes to the
16 transcript.

17 I further certify that I am not of kin or
18 otherwise associated with any of the parties of said
19 cause of action and that I am not interested in the
20 event thereof.

21

22

23

24

25


Teena Green, RPR, CSR, CRR, CBC

EXHIBIT K

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CONFIDENTIAL - ATTORNEYS' EYES ONLY

IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO:

ALL ACTIONS

Master Docket No. 11-CV-2509-LHK

**PLAINTIFFS' ANSWERS AND
OBJECTIONS TO DEFENDANTS'
SECOND SET OF INTERROGATORIES**

PROPOUNDING PARTY: Defendants

RESPONDING PARTY: Plaintiffs

SET NUMBER: Second

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the

United States District Court for the Northern District of California, Plaintiffs respond to Defendants' Second Set Interrogatories, served on February 28, 2013, as follows:

PRELIMINARY STATEMENT

The Answers set forth below are limited by agreement between Plaintiffs' Counsel and Defense Counsel. In consideration of the fact that discovery is ongoing, that substantial discovery (including depositions and production of documents by Defendants) has taken place recently, and in light of the procedural posture of this case, the parties through their counsel have agreed that Plaintiffs at this time shall identify the alleged agreements at issue and certain information about them including time periods, terms, persons making the agreements, and the parties to them. Plaintiffs reserve all of their rights to object and respond to any Interrogatories or portions of Interrogatories not addressed herein. In addition, these responses are based upon information and documents currently available to Plaintiffs. Plaintiffs' investigation and discovery in this matter is not complete. Plaintiffs reserve the right to amend, alter, supplement, modify, or otherwise revise these Answers and Objections.

Plaintiffs further state that these Answers contain references to material that certain Defendants have designated as "CONFIDENTIAL - ATTORNEYS' EYES ONLY" under the Protective Order governing this case. Without conceding the validity of any such designations and reserving all rights to challenge them, Plaintiffs accordingly designate these Answers and Objections as "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

GENERAL OBJECTIONS

The following General Objections apply to each and every applicable Interrogatory, and are incorporated by reference into each and every applicable Answer as if set forth in full in each Response.

1. Plaintiffs object to the Interrogatories to the extent they call for information protected by the attorney-client privilege, the work product doctrine, or any other common law privilege or protection that may attach to information requested by the interrogatory.

2. In responding to the Interrogatories, Plaintiffs do not adopt, embrace, or accept any term or definition employed by Defendants. These responses are made based upon Plaintiffs'

1 interpretation of words contained in the Interrogatory, unless a specific definition or instruction
2 has been agreed upon.

3 3. Plaintiffs object to the Interrogatories to the extent they are premature contention
4 interrogatories under the framework set forth in *In re Convergent Technologies Securities*
5 *Litigation*, 108 F.R.D. 328 (N.D. Cal. 1985). At this stage in the litigation, Plaintiffs' responses
6 to Defendants' contention-style Interrogatories would not "contribute meaningfully" to: (1)
7 clarifying the issues in the case; (2) narrowing the scope of the dispute; (3) setting up early
8 settlement discussion; or (4) exposing a substantial basis for a motion under Rule 11 or Rule 56.
9 *Id.* at 338-39.

10 Subject to, and without waiving, any of the foregoing objections, Plaintiffs respond as
11 follows:

12 **ANSWERS AND SPECIFIC OBJECTIONS**

13 **INTERROGATORY NO. 15:**

14 Separately for each agreement (whether bilateral, multilateral or otherwise) that You
15 contend any Defendant entered into and for which You seek damages in this case, describe in as
16 much detail as possible the circumstances of the agreement including without limitation the time
17 periods during which it was in effect, the names of the Persons who entered into it, the Persons
18 who were parties to it, and its terms.

19 **ANSWER TO INTERROGATORY NO. 15:**

20 Plaintiffs object to Interrogatory No. 15 to the extent that it impermissibly seeks the
21 premature disclosure of information that will be the subject of expert reports and testimony. Such
22 expert opinion will be disclosed in accordance with the Orders of the Court and the applicable
23 Rules of Civil Procedure. Plaintiffs further object that this is a premature contention
24 interrogatory. The answer is accordingly being made prematurely, before discovery is complete
25 and before all documents, testimony, and evidence produced to date are able to be fully
26 incorporated. The answer reflects discovery through March 1, 2013, and Plaintiffs reserve all
27 rights to amend or supplement the answer accordingly as they analyze subsequently obtained
28 evidence.

1 Subject to and without waiving any of the general or specific objections, Plaintiffs
2 respond to Interrogatory No. 15 as follows:

3 Defendants Adobe Systems, Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,
4 Lucasfilm Ltd., and Pixar participated in a conscious scheme designed to achieve an unlawful
5 objective (the “conspiracy”). This included, but is not limited to, a web of interconnected
6 understandings, agreements, and mutual assurances between and among Defendants over a
7 number of years, including 2005-2009, with the purpose and effect of restricting employee
8 recruiting and hiring practices; reducing competition for employees and labor; diminishing
9 employment opportunities and interfering in the price-setting mechanism that otherwise would
10 have prevailed; and reducing, suppressing and stabilizing wages and other compensation to the
11 members of the class.

12 Defendants’ understandings, agreements, and mutual assurances included express
13 agreements not to compete for each other’s employees (“anti-solicitation agreements”). The anti-
14 solicitation agreements prohibited recruitment of employees unless the employee first
15 affirmatively requested consideration. The anti-solicitation agreements often went substantially
16 further and became effectively no-hire agreements, or no-hire without permission. The
17 Defendants’ understandings, agreements, and mutual assurances to restrict the recruitment and
18 hiring of each other’s employees are evidenced by a series of explicit communications between
19 and among Defendants, had common (if not identical) material terms and features, and together
20 had a common economic impact to the detriment of Defendants’ employees.

21 All of Defendants’ employees were subject to Defendants’ scheme, as the understandings,
22 agreements, and mutual assurances were unlimited in scope by geography, job, function, or time
23 period. The prohibitions also applied to all subsidiaries of Defendants. Defendants’ agreements
24 were naked restraints of trade that were not tailored, necessary, or ancillary to any legitimate
25 cooperation or collaboration between or among the Defendants, and were without legitimate
26 procompetitive justification.

27 After entering into anti-solicitation agreements, Defendants’ senior executives
28 implemented them throughout their respective companies (and third party recruiters working on

1 Defendants' behalf), and policed each other's adherence to them. Violations and suspected
2 violations were reported by Defendants' senior executives, who then took immediate steps to
3 address the violations or suspected violations and ensure that the violations would not be
4 repeated.

5 Further, the Defendant co-conspirators agreed to conceal the existence, nature, and scope
6 of their scheme and took affirmative steps to do so. The agreements continued at least until
7 Defendants received Civil Investigative Demands from the United States Department of Justice,¹
8 and continued no later than September 24, 2010, the date of the consent decree.

9 **Beginning of the Conspiracy: Lucasfilm and Pixar.** The conspiracy began in
10 approximately 1985, shortly after Steve Jobs purchased Pixar from Lucasfilm, when George
11 Lucas and Ed Catmull agreed that Lucasfilm and Pixar would not compete for each other's
12 employees. Mr. Lucas and Mr. Catmull agreed that: neither company would solicit the other's
13 employees; the companies would take affirmative steps to avoid bidding wars for employees that
14 would result in increasing each other's pay structure (this would later be formalized into an
15 express agreement not to counter-offer above the other companies' original offer); and the
16 companies would notify the other in cases when an employee actively sought to work for the
17 other. With respect to the notification provision, a candidate of one company applying to the
18 other company would be instructed to inform his or her current manager that he or she was
19 seeking employment with the other company. The company considering the other's employee as
20 a job candidate was to call the candidate's present company upon receipt of the candidate's
21 application, and again in the event that it chose to extend a job offer, even if the candidate applied
22 for a job on his or her own initiative. Mr. Lucas and Mr. Catmull directed their respective and
23 relevant senior executives to implement and enforce the anti-solicitation agreement, including
24 Lori McAdams, Sharon Coker, Jim Morris, and Micheline Chau.

25 **Steve Jobs and Apple.** No later than 2004, the conspiracy expanded to include Apple.
26

27 ¹ The United States Department of Justice served Civil Investigative Demands beginning on
28 March 13, 2009, when it served Adobe, Apple, and Google. The DOJ served Pixar on May 27,
2009; Intel and Intuit on May 28, 2009; and Lucasfilm on November 24, 2009.

1 Pixar and Apple agreed not to solicit employees of the other company, and, in any case, Pixar
2 could not hire any Apple employee without Steve Jobs's approval. The agreement was
3 subsequently re-affirmed by Lori McAdams and Danielle Lambert, among others. The anti-
4 solicitation agreement between Pixar and Apple was expressly designed to mimic the anti-
5 solicitation agreement between Pixar and Lucasfilm.

6 **Conspiracy Expands to Include Google and Intel.** In February 2005, an "irate" Steve
7 Jobs called Sergey Brin of Google to demand that Google and Apple agree not to compete for
8 each other's employees, and to demand that Google immediately withdraw pending offers of
9 employment to Apple employees. Steve Jobs threatened that, if Google did not agree, there
10 would be "war" between the companies. Google agreed to Steve Jobs's demands. The
11 individuals who participated in forming and approving the agreement between Google and Apple
12 included: Steve Jobs, members of Google's Executive Management Group (including Sergey
13 Brin, Larry Page, Eric Schmidt, and others), and Bill Campbell.

14 Members of Google's Board of Directors, including Intel's CEO Paul Otellini, were
15 informed of and approved Google's decision to enter into an anti-solicitation agreement with
16 Apple. At the same time (February 2005), Google placed Intel on its Do Not Call List. In an
17 email to Eric Schmidt in May 2006, Paul Otellini confirmed that a "no recruiting agreement"
18 existed between Intel and Google, and sought to ensure that Google was enforcing it. In June
19 2007, Eric Schmidt confirmed in an email to Paul Otellini that Intel had been on Google's "Do
20 Not Call List since the policy was created" (February 2005). In September 2007, Paul Otellini
21 referred to the agreement between the companies as a "handshake 'no recruit' between eric
22 [Schmidt] and myself. I would not like this broadly known." The individuals who participated in
23 forming and approving the agreement between Google and Intel included Eric Schmidt and Paul
24 Otellini.

25 **Adobe.** Three months after Steve Jobs succeeded in reaching an anti-solicitation
26 agreement with Google, he applied similar tactics with Adobe to induce it into entering into an
27 identical agreement with Apple. By no later than May 27, 2005, Adobe and Apple agreed not to
28 solicit any employees of the other. As implemented, the agreement also prevented the hiring of

1 each other's employees. The agreement was made between Steve Jobs and Bruce Chizen, and
2 was implemented by Shantanu Narayen, Danielle Lambert, Theresa Townsley, and Donna
3 Morris, among others.

4 **Intuit.** After participating in the formation and implementation of the anti-solicitation
5 agreements among Apple, Google, and Intel, Bill Campbell insisted that Google and Intuit agree
6 to an identical agreement. No later than June 2007, Google and Intuit agreed to an anti-
7 solicitation agreement. The agreement was made among Bill Campbell, Eric Schmidt, and Shona
8 Brown.

9 **INTERROGATORY NO. 16:**

10 Separately for each agreement identified in response to Interrogatory No. 15, state all facts
11 that support Your contention that the agreement existed and was unlawful, including, without
12 limitation, identifying supporting Documents.

13 **ANSWER TO INTERROGATORY NO. 16:**

14 Plaintiffs object to Interrogatory No. 16 as a premature contention interrogatory.
15 Plaintiffs also object to this Interrogatory to the extent that it calls for information protected by
16 the attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the
17 extent the information requested will be the subject of expert reports and testimony. Such expert
18 opinion will be disclosed in accordance with the Orders of the Court and the applicable Rules of
19 Civil Procedure. Plaintiffs further object to the extent that such "facts" are in Defendants'
20 possession and have not yet been produced or otherwise discovered in this case. Pursuant to
21 ongoing discussions between Plaintiffs' counsel and Defendants' counsel, Plaintiffs reserve all

22 //

23 //

rights to answer this Interrogatory at a more appropriate time.

Dated: April 12, 2013

JOSEPH SAVERI LAW FIRM

By: /s/ Joseph R. Saveri

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CERTIFICATE OF SERVICE

I am over 18 years of age and not a party to this action. I am readily familiar with Joseph Saveri Law Firm's practice for collection and processing of documents for collection and processing of documents for service via e-mail, and that practice is that the documents are attached to an e-mail and sent to the recipient's e-mail account the same day as the date listed on this Certificate of Service.

My business address is 505 Montgomery Street, Suite 625, San Francisco, CA 94111. On April 12, 2013, I served a true and correct copy of the within documents:

1. **PLAINTIFFS' ANSWERS AND OBJECTIONS TO DEFENDANTS' SECOND SET OF INTERROGATORIES**; and this
2. **CERTIFICATE OF SERVICE** by email addressed as follows

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On this date the within document was also served via electronic mail on all of the above
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By: /s/Lisa J. Leebove

EXHIBIT L

Reciprocal Master Services Agreement

THIS RECIPROCAL MASTER SERVICES AGREEMENT, effective as of DECEMBER 10, 2003 (the "Effective Date") is entered into by and between Adobe Systems Incorporated, a Delaware corporation with a place of business at 345 Park Avenue, San Jose, California 95110-2704 ("Adobe"), and Accenture LLP, an Illinois general partnership registered as a limited liability partnership with an office located at Spear Street Tower, Suite 4200, One Market, San Francisco, California 94105 ("Accenture").

RECITALS

WHEREAS, the parties contemplate instances in which each party may desire for the other party to provide services to it or to its end user customers, and

WHEREAS, the parties wish to establish the terms and conditions under which such services would be provided.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Definitions

(a) "*Background Materials*" means a party's and its licensors' pre-existing proprietary materials and materials developed independently of the Services, including, but not limited to, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), technology, network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by a party, a subsidiary or affiliate of such party, or licensed to a party by a third party) and also including any derivatives, modifications, improvements, enhancements or extensions of such technology conceived, reduced to practice, or developed in connection with the performance of Services under this Agreement. The Deliverables are not included in the definition of Background Technology.

(b) "*Commercial Software*" means the products of either party that are generally commercially available.

(c) "*Content*" means materials and other information provided by End User and/or Contractor to Subcontractor for inclusion in the Deliverables.

(d) "*Contractor*" means the party, which could be either Adobe or Accenture, that contracts with the Subcontractor to receive, either for Contractor's benefit or the benefit of Contractor's End Users, Services from the Subcontractor.

(e) "*Deliverables*" means the Developed Software, documentation, forms and other tangible materials developed by Subcontractor for delivery to Contractor and/or End User. The Deliverables for a particular project shall be described in the applicable Statement of Work.

(f) "*Developed Software*" means the software developed hereunder by Subcontractor for Contractor or End User, including, but not limited to electronic forms and associated files.

(g) "*End User*" means Contractor's customer for whose benefit Subcontractor may provide Services hereunder and who uses the Deliverables provided in connection with such Services for its internal purposes and not for resale.

(h) "*Subcontractor*" means the party, which could be either Adobe or Accenture, providing Services to Contractor or Contractor's End Users.

(i) "*Services*" means the software development, training, knowledge transfer and other services described on a Statement of Work. Providing of Deliverables is one type of Service.

(j) "*Statement of Work*" means the detailed description(s) of the Services to be provided to Contractor by Subcontractor hereunder, which shall be attached as Exhibit A to this Agreement from time to time by mutual written agreement to be carried out pursuant to a purchase order issued by the Contractor. The initial Statement of Work shall be designated as Statement of Work No. 1 and each successive Statement of Work shall be designated as Statement of Work No. 2, Statement of Work No. 3, etc. The Statement of Work shall specify any provisions that are intended to supersede conflicting provisions contained elsewhere within this Agreement. The Statement of Work will generally contain the information set forth in Exhibit A.

2. Provision of Services

(a) Subject to Contractor's payment of the fees as set forth in Section 7 and performance of Contractor's obligations set forth herein, Subcontractor agrees to provide to Contractor, for the benefit of Contractor or of Contractor's End User(s), the Services set forth in the Statement(s) of Work attached to this Agreement.

(b) If the Services described in a Statement of Work are for the benefit of an End User, Subcontractor may delay commencement of Services until such time as Contractor has caused End User to execute an agreement containing confidentiality rights and obligations specifically with respect to confidential information of Subcontractor that are at least as restrictive as those contained herein with respect to confidential information of Subcontractor. Upon the request of Subcontractor, Contractor shall provide copies of such agreements to Subcontractor.

(c) Subcontractor shall be responsible for providing, for itself and its employees, at its expense and in its own name, disability, liability, workers' compensation and other business insurance as is necessary, appropriate and/or required by law. In connection with its performance of the Services, Subcontractor agrees that it will be solely responsible for, and will maintain, any records required by law. Subcontractor further agrees that it will obtain, at its expense, all required licenses (if any) relating to its performance of the Services.

(d) For Statements of Work in which Services are to be provided on-site, Contractor shall supply (or require that End User supply) on-site Subcontractor personnel with suitable office space, desks, storage, furniture, and other normal office equipment support necessary in connection with Subcontractor's performance of the Services.

3. Delivery and Acceptance

(a) The Deliverables shall be delivered by Subcontractor and evaluated by Contractor pursuant to the specifications set forth in the applicable Statement of Work. Except as set forth in Section 3(b), Contractor shall accept or reject the Deliverables within ten (10) business days following delivery thereof by Subcontractor to Contractor (the "Acceptance Period") using a notice in substantially the form set forth in Exhibit B. The parties may agree upon a different Acceptance Period and if so, shall state the duration of such period in the applicable Statement of Work. The criteria for such acceptance or rejection shall be whether the Deliverables substantially conform to the specifications set forth in the applicable Statement of Work. Should Contractor not reject the Deliverables within the Acceptance Period, such Deliverables shall be deemed accepted upon the expiration of the Acceptance Period. Should Contractor reject such Deliverables in writing during the Acceptance Period, Contractor shall describe in detail the failure of the Deliverables to substantially conform to the applicable specifications. Subcontractor shall correct the Deliverables until they substantially conform to the applicable specifications. If Subcontractor is unable to correct the Deliverables within a reasonable amount of time considering the nature of the non-conformance and consistent with the project schedule after it receives the notice of rejection (or such other time period as is agreed upon in writing by the parties), Contractor may, at its option, terminate the Statement of Work and shall not be required to make payment to Subcontractor for the rejected Deliverables. Such remedy shall be Contractor's exclusive remedy for a nonconforming Deliverable that cannot be corrected by Subcontractor. Contractor shall be obligated to pay Subcontractor for all accepted Deliverables even if subsequently delivered Deliverables are not accepted. If no specifications and/or acceptance criteria are set forth in the applicable Statement of Work, then there shall be no Acceptance Period and the Deliverables shall be deemed accepted upon delivery to Contractor. Services (such as knowledge transfer or training) that do not involve physical deliverables shall be deemed accepted upon delivery to Contractor.

(b) If the Deliverables are for the benefit of the End User, Subcontractor acknowledges that End User will also be conducting acceptance testing and that the duration of time for such testing (the "End User Acceptance Period") will be determined by Contractor and End User and shall be set forth in the Statement of Work. If End User rejects the Deliverables, Contractor will provide to Subcontractor End User's description of the failure of the Deliverables to conform to the applicable specifications. Even if End User accepts the Deliverables, Contractor is not required to do so if Contractor reasonably believes that the Deliverables do not substantially conform to the applicable specifications. At such time as both Contractor and End User have accepted the Deliverables, Contractor shall provide a notice of acceptance to Subcontractor.

(c) Subcontractor shall not be responsible for delays in delivery caused by Contractor or End User.

4. Statements of Work

(a) Services to be provided by Subcontractor shall be set forth in a Statement of Work. Such Statements of Work shall not be binding upon either Contractor or Subcontractor unless signed by authorized representatives of both parties. Once the Statement of Work has been signed, it shall be subject to the terms and conditions of this Agreement. In the event of a conflict or ambiguity between any term of this Agreement and a Statement of Work, the terms of the Agreement shall prevail over the conflicting terms in the Statement of Work unless the Statement of Work expressly indicates that particular terms therein will prevail over conflicting terms in the Agreement. In such event, the terms of the Statement of Work shall prevail with respect to that Statement of Work only. With respect to Services for an End User, the parties agree that a Statement of Work may include flowdown terms from the prime

agreement between Contractor and End User, such flowdown terms superceding any and all terms and/or conditions to the contrary contained within the Agreement to the extent agreed to by the parties.

(b) Subcontractor shall determine the method, details and means of performing the Services and providing the Services to the Contractor for use by it or the End User.

5. Change Requests

Changes to a Statement of Work shall be made only in accordance with the following procedure:

(a) The party requesting a change to the Statement of Work shall submit a written change request (a "Change Request") describing the proposed change to the other party in accordance with the provisions of this Section 5.

(b) If Contractor is the requesting party, then Subcontractor shall respond by written notice to Contractor within five (5) business days (or such different period of time as mutually agreed to by the parties) following receipt of the Change Request, outlining all impacts of the requested change on the Deliverables, delivery schedule and pricing, and any other conditions upon which Subcontractor's willingness to accept the Change Request may depend (collectively, the "Change Request Response"). If Subcontractor is the requesting party, then the Change Request shall identify such impacts and conditions as proposed by Subcontractor.

(c) Contractor shall accept, reject or propose modifications to each such Change Request or Change Request Response given by Subcontractor within five (5) business days (or such different period of time as mutually agreed to by the parties) following receipt thereof by Contractor. Notwithstanding the foregoing, if approval of the Change Request or Change Request Response by End User is required, Contractor's response time obligation shall be extended for that amount of time it take End User to respond. Additional modifications proposed by Contractor as part of such response shall be handled in accordance with the provisions of Section 5(a) and 5(b) above.

(d) An authorized representative of each party must sign each acceptance of a Change Request or Change Request Response before becoming effective as a modification to the Statement of Work or any other part of this Agreement.

6. Ownership and Licenses

(a) Each party shall retain sole ownership of its Background Materials and Commercial Software.

(b) Ownership and licensing rights for the Deliverables shall be set forth in the applicable Statement of Work. Should the Statement of Work fail to set forth the rights of the parties in the Deliverables and subject to a party's ownership of its Background Materials, (i) each party shall have sole ownership of Deliverables that are developed solely by such party in connection with this Agreement, and (ii) Deliverables that are jointly developed by the parties (meaning that each party contributes more than a de minimis amount to such jointly developed materials and the contributions are not readily segregated into individually developed modules or components) shall be jointly owned without the need to account to the other.

(c) To the extent that Background Materials of Subcontractor are included with the Deliverables or are necessary for the Deliverables to function properly, Subcontractor grants Contractor a perpetual, irrevocable, worldwide, paid-up, royalty-free, nonexclusive license, to use, reproduce, distribute, display, and

perform, by all means now known or later developed, and sublicense solely to End User, such Background Materials.

(d) Subcontractor acknowledges that the Content is not the property of Subcontractor and that Subcontractor acquires no rights in the Content pursuant to this Agreement except as required to produce the Deliverables.

(e) Except as otherwise specified herein, nothing in this Agreement shall be construed to grant Contractor or End User any rights or interest, including any proprietary rights, in or to Subcontractor's products or services, including without limitation the Background Materials or Commercial Software, or any derivative, modification or enhancement thereof.

(f) Subject to each party's rights in its intellectual property, compliance by each party with its confidentiality obligations under Section 14 and the scope of the licenses granted hereunder, (I) this Agreement shall not preclude either party from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to materials which may be conceived or developed pursuant to this Agreement, and (II) it is understood that each party shall be free to use ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services hereunder and are retained in the unaided memories of a party's employees or contractors, and (c) related to the scope of the Services hereunder.

7. Payment and Expenses

(a) Subcontractor shall submit invoices for the Deliverables and other Services based on the payment schedule set out in the applicable Statement of Work. Payment must be received at the destination designated by Subcontractor no later than thirty (30) days of receipt of an invoice. Each party agrees to accept invoices that are sent as attachments to email messages. Overdue amounts shall bear interest from the date due until paid at a rate equal to the lesser of (i) 1.5 % per month, or (ii) the maximum rate permitted by applicable law. In conjunction with each payment, Contractor may provide a detailed remittance advice. Failure to do so may result in a misapplication of the payment, which shall not release Contractor from any payment obligation under this Agreement. Any e-mail related to invoices shall be sent to the Adobe Credit Department at sjar@adobe.com (if payment is made to a location in North America) or bvar@adobe.com (if payment is made to a location outside of North America).

(b) In the event advances or prepayments are required they shall be paid within thirty (30) days of the commencement date of the Statement of Work unless otherwise specified. All advances or prepayments are non-refundable.

(c) As between Contractor and Subcontractor, Contractor agrees to pay any sales, use, excise, import or export, value added or similar tax, not based on Subcontractor's net income ("Taxes"), and all government permit or license fees and all customs, duty, tariff and similar fees, assessed on the Services and/or Deliverables. Subcontractor shall be responsible for the collection or withholding thereof, and remittance to the appropriate taxing authorities. Contractor shall indemnify and hold harmless Subcontractor for failure by Contractor to pay any properly assessed Taxes and Subcontractor shall indemnify and hold harmless Contractor for failure by Subcontractor to pay and remit the full amount of Taxes owed in a timely manner pursuant to requirements imposed by the taxing authority. Such indemnification shall include penalties and interest, as well as any costs associated with the collection or withholding thereof, assessed against a party. If a resale certificate or other certificate, document or other evidence of exemption or payment or withholding of Taxes by Contractor or End User is required to exempt the distribution or licensing of the Deliverables from any such liability or to enable Subcontractor

to claim any tax exemption, credit, or other benefit, Contractor shall promptly furnish such certificate or document to Subcontractor.

(d) If Contractor fails to pay any Taxes as of the original due date for such Taxes and Subcontractor receives any assessment or other notice (collectively "Assessment") from any governmental taxing authority providing that such Taxes are due from Subcontractor, Subcontractor shall give Contractor written notice of the Assessment and Contractor shall pay to Subcontractor or the taxing authority the amount set forth as due in the Assessment within thirty (30) business days of receipt of such written notice from Subcontractor.

(e) Should any payment for services, products or technology provided by Subcontractor be subject to withholding tax by any government Contractor shall reimburse Subcontractor for such withholding tax.

(f) No part of Subcontractor's compensation under this Agreement will be subject to withholding for any federal, state, social security, workers' compensation or other required taxes or payments, unless required pursuant to notification by the Internal Revenue Service or other taxing agency. Subcontractor acknowledges and agrees that it shall be the obligation of Subcontractor to (i) report as income, and pay all taxes upon, all compensation received by Subcontractor pursuant to this Agreement, and (ii) pay for all taxes and other benefits arising from Subcontractor's employment of its employees or contractors performing the Services provided hereunder. Subcontractor agrees to indemnify Contractor and hold it harmless to the extent of any obligation imposed on Contractor to pay any such taxes, benefits or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon.

(h) Subject to any contrary arrangements set forth in the applicable Statement of Work, Contractor shall pay Subcontractor's reasonable expenses, including, but not limited to, travel and lodging expenses incurred in connection with Services performed by Subcontractor hereunder. Such expenses, plus applicable taxes, shall be billed at cost and on a monthly basis unless Subcontractor in its sole discretion bills Contractor for expenses at the same time that Subcontractor bills Contractor for the Deliverables described in a Statement of Work.

8. Warranties

(a) Subcontractor warrants that:

(i) it will provide the Services in a workmanlike manner using reasonable care. Any Services (other than providing Deliverables) not performed in accordance with this warranty will be reperfomed if brought to the attention of Subcontractor within thirty (30) days after delivery.

(ii) for a period of thirty (30) days after the final acceptance of Deliverables (the "Warranty Period"), the Deliverables, when used as permitted under this Agreement and in accordance with the instructions in any documentation provided by Subcontractor with such Deliverables, will operate substantially in accordance with the specifications provided in the Statement of Work. Subcontractor does not warrant that use of the Deliverables will be error-free or uninterrupted. Subcontractor will, at its own expense and as its sole obligation and Contractor's exclusive remedy for any breach of this warranty, correct any reproducible error in the Deliverables reported to Subcontractor by Contractor in writing during the Warranty Period or, if Subcontractor determines that it is unable to correct the error, Subcontractor will refund to Contractor the fees actually paid to Subcontractor for the Deliverables containing such error, in which case, Contractor's ownership interest in or other right to use or license

such Deliverables will immediately terminate. Any such error correction provided to Contractor will not extend the original Warranty Period. Subcontractor shall have no warranty obligations to the extent that any person other than Subcontractor has modified any Deliverables, unless Contractor obtains Subcontractor's prior written approval of such modification.

(b) WITH RESPECT TO THE DELIVERABLES OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY A PARTY HEREUNDER, TO THE FULL EXTENT PERMITTED BY LAW, THE WARRANTIES SET FORTH IN SECTION 8(a) ABOVE ARE SUCH PARTY'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, UNDERTAKINGS OR TERMS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY OPERATION OF LAW, ARISING BY STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, LACK OF NEGLIGENCE AND/OR LACK OF WORKMANLIKE EFFORT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING PERFORMANCE OF THE DELIVERABLES, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE BINDING ON SUBCONTRACTOR. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(a) ABOVE, NEITHER PARTY WARRANTS AGAINST ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN ANY SOFTWARE. THIS LIMITATION SHALL ALSO APPLY TO PROTECT A PARTY'S LICENSORS. NEITHER PARTY SHALL MAKE ANY WARRANTIES ON BEHALF OF THE OTHER PARTY.

9. Limitation of Liability

(a) Under no circumstances shall either party be liable to the other party, an End User or any other person or entity, for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any other indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, even if advised of the possibility of such damages or if such damages are foreseeable. The foregoing shall not be deemed to limit a party's indemnification obligations under Section 10 for indemnity payments that an indemnifying party is required to make for third party claims that include the type of damages specified above.

(b) Except with respect to a party's indemnification obligations under Section 10, in no event shall either party's liability arising out of or related to a particular Statement of Work entered into pursuant to this Agreement exceed the fees paid or payable by Contractor to Subcontractor with respect to such Statement of Work. Monies paid or payable by either party under any other agreement shall not increase either party's potential liability hereunder. These limitations of liability are cumulative, with all payments for claims or damages in connection with a Statement of Work, being aggregated to determine satisfaction of the limit. The existence of one or more claims shall not enlarge the limit. The parties acknowledge that the economic terms set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that the parties would not enter into this Agreement without these limitations on its liability. The foregoing limitations of liability are independent of any exclusive remedies for breach of warranty set forth in this Agreement. Any action by either party must be brought within two (2) years after the cause of action arose.

10. Indemnity

(a) Subject to the limitations set forth below, Subcontractor agrees to defend Contractor against any claims, suits or proceedings brought by a third party to the extent that each such claim, suit or proceeding is based upon an allegation that the Services, including any Deliverables, directly infringe the third party's U.S. patent issued as of the effective date of the applicable Statement of Work, or any U.S. copyright (an "Infringement Claim"). Subcontractor shall indemnify Contractor for all costs, fines, penalties and judgments, awarded against Contractor, and pay the direct costs (including reasonable attorney's fees and expenses approved by Subcontractor) incurred by Contractor, as well as the value of any settlements, that are directly related to such Infringement Claim at such time as (a) a final non-appealable judgment has been entered by the court to third parties against Contractor strictly attributable to Subcontractor's alleged infringement, or (b) a settlement is made with the third party bringing the Infringement Claim, except that Subcontractor shall not be responsible for any compromise or settlement made without Subcontractor's written consent. Subcontractor's obligations under this Section are expressly conditioned on Contractor (i) notifying Subcontractor in writing promptly after Contractor becomes aware of an Infringement Claim, (ii) allowing Subcontractor sole control of the investigation, defense and settlement of the Infringement Claim, (iii) cooperating fully with Subcontractor in the investigation, defense and settlement of the Infringement Claim (at Subcontractor's reasonable expense), and (iv) making no admission of liability or fault on behalf of itself or Subcontractor. In the event any Infringement Claim is made by a third party or, in Subcontractor's sole judgment, is likely to be made, Subcontractor may, at its discretion, either (I) procure for Contractor the right to continue to use the Deliverables, as such use is specifically provided for in this Agreement, (II) replace, in whole or in part, such portions of the Deliverables that are or are likely to be the subject of such Infringement Claim with substantially comparable non-infringing code, (III) modify the Deliverables to avoid infringement, or (IV) terminate Contractor's license to the Deliverables upon written notice to Contractor and pay to Contractor an amount equal to the undepreciated value of the Deliverables, calculated by pro-rating the amounts paid by Contractor to Subcontractor for such Deliverables on a straight line basis using a useful life of thirty-six (36) months from the date of installation of the Deliverables, provided that Contractor purges all copies of the Deliverables and related materials from all computer systems on which it was stored and returns to Subcontractor all physical copies of the Deliverables and related materials. Notwithstanding the foregoing, Subcontractor shall have no obligation under this Section with respect to any (i) claim that arises directly from adherence by Subcontractor in developing the Deliverables to specifications provided by Contractor; or (ii) claim arising in whole or in part from (A) modification of the Deliverables by anyone other than Subcontractor, (B) use of the applicable Deliverables in combination or conjunction with any equipment, data, devices or software that have not been contemplated by Subcontractor (if the Infringement Claim could have been avoided by the use of the Deliverables with other equipment, data, devices or software), (C) use of the Deliverables in a manner other than for which it was intended, or (D) use of other than the most current release of the Deliverables made available to Contractor, if such infringement or claim would have been prevented by the use of such current release. Subcontractor's cumulative maximum liability to Contractor and any third parties with respect to all Infringement Claims related to the Deliverables and Services under an applicable Statement of Work shall be an amount equal to three times (3X) the fees paid by Contractor for the Deliverables and Services under the applicable Statement of Work. THIS SECTION STATES SUBCONTRACTOR'S ENTIRE LIABILITY AND CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

(b) Each party shall defend and indemnify the other party, its employees and agents, from and against any third party claims, demands, loss, damage or expenses (including counsel fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of such party, its personnel or agents during the course of the Services hereunder.

(c) Each party shall indemnify the other party for warranties made on behalf of the other party without such other party's written consent.

11. Notification of Corporate name change or entity

In the event either party changes its corporate name or entity, such party shall give the other written notice of at least ten (10) days prior to such name or entity change taking effect.

12. Term and Termination.

(a) This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 12(b) or 12(c).

(b) This Agreement may be terminated upon ten (10) days written notice by either party if there is no currently outstanding Statement of Work.

(c) This Agreement shall immediately and automatically terminate, without judicial intervention, if either party or its parent corporation, is declared bankrupt or files for bankruptcy, files for moratorium on payments of its debts or seeks any other similar relief, or if either party shall go into liquidation (other than for a voluntary liquidation for the purposes of merger, reconstruction or amalgamation) or enters into a scheme or voluntary arrangement with its creditors or becomes subject to an administration order or examinership or has a Trustee in Bankruptcy, Receiver or Examiner appointed over any of its property and assets or undergoes any proceeding analogous to any of the foregoing events. The affected party shall notify the other party in writing immediately if one of the foregoing events occurs.

(d) A Statement of Work may be terminated in the event of any of the following:

(i) Contractor may at any time and without cause terminate a Statement of Work by giving thirty (30) days written notice of termination.

(ii) Immediately upon written notice given no less than thirty (30) days after one party gives the other written notice of a material breach of any term or condition of the Statement of Work or this Agreement unless the breach is cured during such period.

(iii) Upon ten (10) days written notice by either party if the other party fails to perform for a period of sixty (60) days as the result of a force majeure event, as defined in Section 16(e).

(e) If Subcontractor provides Contractor written notice of a failure to pay any undisputed amounts due hereunder within the time period specified in Section 7(a) and Contractor has not paid such amounts within ten days of such notice (such notice being given pursuant to Section 16(f)), Subcontractor may suspend performance until payment is received. Failure of Contractor to pay any undisputed invoices within thirty (30) days of written notice shall be deemed a material breach of this Agreement and shall be subject to Section 12(d)(ii) above.

13. Termination Obligation

(a) In the event that a Statement of Work is terminated by either party as the result of a material uncured breach by the other party or if Contractor terminates a Statement of Work pursuant to Section 12(d)(i), Contractor shall promptly make all payments due hereunder for Services rendered by Subcontractor and expenses incurred in accordance with any Statement of Work. Subcontractor shall continue to provide Services through the date of termination of the Statement of Work, unless the parties mutually agree otherwise in writing. If the Statement of Work is terminated by Subcontractor as the result of a material uncured breach by Contractor or if Contractor terminates a Statement of Work pursuant to Section 12(d)(i), (I) Deliverables that are not yet completed shall be billed to Contractor on a percentage of completion basis, and (II) Contractor shall pay Subcontractor for any out-of-pocket demobilization or other direct costs resulting from such early termination, and unless otherwise set forth in the applicable Statement of Work, such demobilization and termination costs shall not to exceed 25% of the unbilled fees for the Statement of Work being terminated. After notice of termination is given, the parties will cooperate in good faith to wind down the Statement of Work and minimize the demobilization costs.

(b) In the event of the termination or expiration of this Agreement or a Statement of Work for any reason, each party shall return to the other all Confidential Information (as defined in Section 14) of such other party in its possession or under its control or provide evidence satisfactory to the other party that all such Confidential Information has been destroyed, and Contractor shall pay Subcontractor for all Services rendered and expenses incurred by Subcontractor prior to the date of termination.

(c) Sections 1, 6, 7, 8(b), 9, 10, 11, 13, 14, 15 and 16 shall survive the termination or expiration of this Agreement for any reason.

14. Confidentiality

(a) All documentation and information, including without limitation, design, presentation, trade secrets, customer lists, drawings, source code, techniques, algorithms, processes and technical and marketing information which is supplied by one party ("Disclosing Party") to the other ("Receiving Party") in connection with this Agreement ("Confidential Information") and identified or marked as confidential, or information that would be reasonably understood to be of a confidential nature, is hereby deemed to be proprietary to Disclosing Party and shall be held in trust and confidence for, and on behalf of, Disclosing Party, and by Receiving Party and its employees, agents and contractors and shall not be disclosed by Receiving Party or used by Receiving Party for any purpose other than as strictly permitted under this Agreement, without Disclosing Party's prior written consent. Confidential Information shall also be deemed to include any confidential information of End User.

(b) Receiving Party shall not transmit, maintain, remanufacture or duplicate all, or any part of, the Confidential Information except in accordance with the terms and conditions of this Agreement. Receiving Party shall be directly liable for the acts or omissions of its employees, agents and contractors with respect to such confidentiality obligations. Receiving Party agrees to protect the Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature, which in any event shall be no less than a reasonable degree of care.

(c) The confidentiality obligations of the parties under this Agreement shall not apply to Confidential Information that:

- (i) at the time of disclosure is within the public domain, other than through a breach of this Agreement;

- (ii) after disclosure becomes readily and lawfully available to the industry or the public, other than through a breach of this Agreement;
- (iii) Receiving Party can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Confidential Information by Disclosing Party;
- (iv) is independently developed by Receiving Party without use of the Confidential Information of the Disclosing Party;
- (v) Receiving Party is by law required to disclose; or
- (vi) is approved by Disclosing Party for disclosure.

15. **Publicity**

Neither party shall use the name of the other party outside of its organization without express written consent

16. **General**

(a) Independent Contractors. The parties to this Agreement are independent contractors. Neither party has the authority to bind the other or incur any obligation on behalf of the other. Nothing in this Agreement shall be construed as creating any type of exclusive relationship between the Parties. It is expressly understood that the parties may have or create relationships with other OEMs, software or hardware Suppliers, distributors, systems integrators and partners.

(b) Solicitation. Each party agrees that it shall not for the duration of a Statement of Work under this Agreement and for a term of one (1) year thereafter, knowingly solicit, employ or contract the services of any person or independent contractor who is or was employed or engaged by the other party to act on behalf of that party in connection with the work under the Statement of Work, without the written consent of that party, provided that such restrictions shall not be applicable to persons who have not been employed by the other party for a period of at least three months prior to the solicitation, employment or contracting of such persons.

(c) Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement or delegate any of its duties under this Agreement to any third party without the other party's prior written consent. For such purposes, a change in voting control of a party shall be deemed an assignment. Any attempted assignment or transfer in violation of the foregoing shall be void ab initio and shall be deemed a material breach of this Agreement.

(d) Governing Law. This Agreement shall be governed by the laws of the State of California, USA, without giving effect to: (i) the principles of conflicts of law and that body of law applicable to choice of law; (ii) the United Nations Convention on Contracts for the International Sale of Goods, and/or its implementing and/or successor legislation and/or regulations; (iii) the Uniform Commercial Code and/or its implementing and/or successor legislation and/or regulations; and/or (iv) the Uniform Computer Information Transactions Act and/or its implementing and/or successor legislation and/or regulations, as applicable respectively.

(e) Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor

conditions, earthquakes, material shortages or any other cause beyond the reasonable control of such party.

(f) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, delivery service, facsimile transmission or by certified or registered mail, return receipt requested, and deemed given upon personal delivery or by delivery service, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to each party at the address specified above, or as either party may specify in writing, and to the attention of the signatory of this Agreement and to the recipient's General Counsel.

(g) Severability. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force and effect.

(h) Waiver. Neither party's right to require performance of the other party's obligations hereunder shall be affected by any previous waiver, forbearance or course of dealing, unless or only to the extent of any waiver given in writing. Failure or delay by either party to exercise any of its rights, powers or remedies hereunder shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

(i) Entire Agreement. This Agreement (including the Statement(s) of Work) constitutes the entire agreement between the parties pertaining to the subject matter described in this Agreement and supersedes all oral or written prior statements, representations, discussions, negotiations and agreements. No provisions in any purchase orders, or in any other business forms employed by or on behalf of either party in connection with the matters contemplated by this Agreement shall affect the terms and conditions of this Agreement, and no supplement or amendment of this Agreement shall be binding, unless executed in writing by both parties and specifically referencing the supplementing or amendment of this Agreement.

(j) Financial Information. If privately held, or if Contractor is a corporation, partnership or other business entity whose financial information is not publicly available, then if requested by Subcontractor, Contractor shall provide to Subcontractor, under confidentiality, credit references and/or those financial documents reasonably necessary for Subcontractor to ascertain the credit-worthiness of Contractor. Contractor hereby authorizes Subcontractor to release such information to its insurers for the purpose of arranging appropriate insurance cover (if any).

(k) Counterparts. This Agreement may be executed and delivered by facsimile and in counterparts, and shall be considered as original and whole if so executed and delivered.

(l) Headings and Language. In this Agreement words importing a singular number only shall include the plural and vice versa. The division of this Agreement into sections and the insertion of headings are for convenient reference only, and shall affect neither the construction nor the interpretation of this Agreement. The terms, "hereof," "hereunder," and similar expressions refer to this Agreement (including any Statement(s) of Work) and not to any particular portion hereof. As used in this Agreement, the word "including" means "including but not limited to."

(m) Presumption of Drafting. Each party acknowledges that it has had the opportunity to negotiate the language of this Agreement and that, in any dispute regarding this Agreement, no presumption shall operate in favor of or against either party by virtue of its role in drafting or not drafting the terms of this Agreement.

(n) Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of this Agreement and except as otherwise set forth herein, each party shall be responsible for its attorney's fees, costs and expenses incurred by it.

(o) Export / Import Restrictions. Contractor represents and warrants that: (a) no relevant agency has suspended, revoked or denied Contractor's export and/or import privileges; (b) Contractor is not located in or under the control of a national or resident of a jurisdiction where this transaction is prohibited; and (c) Contractor shall not, in any manner whatsoever, either remove, convey, export, import or transmit the Deliverables from or to Contractor's jurisdiction in violation of the applicable laws and regulations.

(p) Dispute Resolution. The parties agree that, in the event of a dispute or alleged breach under this Agreement they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation. Such alternate dispute resolution technique shall not include binding arbitration. In the event the parties fail to mutually agree upon such technique within thirty (30) days after good faith attempts at internal resolution have failed, either party may resort to litigation. This provision shall not apply to disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). The foregoing shall not be deemed to affect its party's termination rights hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, and made effective as of the Effective Date.

Accenture LLP

By: 

Name: Gries W Coppe

Title: Partner

Address: SPAR ST, TOWER, ONE MARKET

SAN FRANCISCO, CA 94105

Tel: 415-537-5515

Fax: 415-537-5039

Adobe Systems Incorporated

By: 

Name: Todd Rowe
Vice President

Title: Solution Channel & OEM Sales

Address: 321 PARK AVE

SAN JOSE, CA 95110

Tel: 408.536.2685

Fax: 408.537.4054

EXHIBIT A
STATEMENT OF WORK

Reciprocal Master Services Agreement
North America

- 1 -

AB_CID0159
HIGHLY CONFIDENTIAL

ADOBE_000159
CONFIDENTIAL

EXHIBIT B
ACCEPTANCE FORM

Contractor Name: _____
Subcontractor Name: _____
End User Name: _____
Date of Reciprocal Master Services Agreement: _____
Statement of Work Number: _____
Date this Notice is provided to Subcontractor: _____

Description of Deliverables: _____

Contractor accepts/rejects (circle one) the Deliverables described above.

If Contractor has rejected the Deliverables, provide a detailed description of the manner in which the Deliverables do not conform to the specifications for such Deliverables contained in the Statement of Work identified above: _____

Signature

Title

EXHIBIT M

From: Donna Morris <dcmorris@adobe.com>
Sent: Wednesday, June 1, 2005 1:35 PM
To: 'Jeff Vijungco' <jeff@adobe.com>
Subject: RE: Recruiting out of Apple

referrals are just fine - it is only our direct cold calling d

Donna Morris
Sr. Director, Global Talent
Adobe Systems Incorporated

Visit www.adobe.com to profile for future career opportunities

From: Jeff Vijungco [mailto:jeff@adobe.com]
Sent: Wednesday, June 01, 2005 1:08 PM
To: dcmorris@adobe.com
Subject: FW: Recruiting out of Apple

fyi..... this is okay.

right?

Jeff Vijungco
Global Talent
nasdaq: ADBE
(408) 536-2079
jeff@adobe.com

Adobe Products: <http://www.adobe.com/products/main.html>

From: Regina Valenzuela [mailto:rvalenzu@adobe.com]
Sent: Wednesday, June 01, 2005 1:02 PM
To: 'Jeff Vijungco'
Subject: RE: Recruiting out of Apple

She is an individual contributor, lead quality engineer. We did not approach her, her resume came to the hiring manager through an Adobe employee referral. The hiring manager forwarded the resume to me.

Gina Valenzuela
Technical Recruiter
Adobe Systems Incorporated
408-536-4750
rvalenzu@adobe.com

From: Jeff Vijungco [mailto:jeff@adobe.com]
Sent: Wednesday, June 01, 2005 12:56 PM
To: 'Regina Valenzuela'

Subject: RE: Recruiting out of Apple

hi,

did we approach him/her? what level is he/she?

Jeff Vijungco
Global Talent
nasdaq: ADBE
(408) 536-2079
jeff@adobe.com

Adobe Products: <http://www.adobe.com/products/main.html>

From: Regina Valenzuela [<mailto:rvalenzu@adobe.com>]

Sent: Wednesday, June 01, 2005 12:55 PM

To: 'Jeff Vijungco'

Subject: RE: Recruiting out of Apple

Hi Jeff,

I just received a candidate from Apple through the referral program, for a Premiere Pro Quality Engineering position. The hiring manager has the candidate's resume, and is interested in interviewing. Are we able to consider this candidate? How do you recommend we move forward?

Thanks,

Gina Valenzuela
Technical Recruiter
Adobe Systems Incorporated
408-536-4750
rvalenzu@adobe.com

From: owner-hire@adobe.com [<mailto:owner-hire@adobe.com>] **On Behalf Of** Jeff Vijungco

Sent: Tuesday, May 31, 2005 1:46 PM

To: hire@adobe.com

Subject: Recruiting out of Apple

Hi All,

In recent discussions between our E-Team and Apple's E-Team, the topic of recruiting from one-another came up. Given our relationship with Apple and assuming our partnership may grow stronger, we have reiterated the importance of not poaching from Apple directly. Accordingly, this is increasingly more sensitive for candidates at the Director-to-VP level.

In the event that the candidate comes from the referral program or applies directly, we'll have to look at this on a case-by-case basis.

Again, we are to not proactively recruit any Apple employees moving forward.

Thank you for support on this,

Jeff

Jeff Vjungco
Global Talent
nasdaq: ADBE
(408) 536-2079
jeff@adobe.com

Adobe Products: <http://www.adobe.com/products/main.html>

EXHIBIT N

From: Donna Morris <dcmorris@adobe.com>
Sent: Tuesday, May 31, 2005 10:11 AM
To: 'Jeff Vijungco' <jeff@adobe.com>
Subject: RE: Recruitment of Apple Employees

Tx Jeff - I will leave this to you to take the lead. see you tomorrow d

Donna Morris
Sr. Director, Global Talent
Adobe Systems Incorporated

Visit www.adobe.com to profile for future career opportunities

From: Jeff Vijungco [mailto:jeff@adobe.com]
Sent: Sunday, May 29, 2005 6:33 PM
To: dcmorris@adobe.com
Subject: FW: Recruitment of Apple Employees

we'll cease recruiting of Apple folks and I'll/we'll let the team know

Jeff Vijungco
Global Talent
nasdaq: ADBE
(408) 536-2079
jeff@adobe.com

Adobe Products: <http://www.adobe.com/products/main.html>

From: Jerry Sastri [mailto:jsastri@adobe.com]
Sent: Sunday, May 29, 2005 6:13 PM
To: 'Jeff Vijungco'
Subject: RE: Recruitment of Apple Employees

Hi Jeff,

Sorry, No problem. I won't call until you give me the OK on the approach.

Thanks,

Jerry

From: Jeff Vijungco [mailto:jeff@adobe.com]
Sent: Sunday, May 29, 2005 12:00 PM
To: 'Jerry Sastri'
Subject: FW: Recruitment of Apple Employees

fyi on Apple. let's lay low....especially on Frank.

Jeff Vijungco
Global Talent
nasdaq: ADBE
(408) 536-2079
jeff@adobe.com

Adobe Products: <http://www.adobe.com/products/main.html>

From: Donna Morris [mailto:dcmorris@adobe.com]
Sent: Sunday, May 29, 2005 10:01 AM
To: 'Jeff Vijungco'
Subject: FW: Recruitment of Apple Employees

Jeff - hope you are having a good long weekend - can you pls see the note below from TT to me and Shantanu to the eteam re-apple.. We need to work together/you and I to determine our route with the recruiters - lets discuss this wk, d

Donna Morris
Sr. Director, Global Talent
Adobe Systems Incorporated

Visit www.adobe.com to profile for future career opportunities

From: Gloria Stinson [mailto:gstinson@adobe.com]
Sent: Sunday, May 29, 2005 9:00 AM
To: 'Theresa Townsley'; 'Donna Morris'
Subject: RE: Recruitment of Apple Employees

good message

From: Theresa Townsley [mailto:townsley@adobe.com]
Sent: Saturday, May 28, 2005 9:18 PM
To: 'Donna Morris'; 'Gloria Stinson'
Subject: FW: Recruitment of Apple Employees

I wanted you to see the message Shantanu sent to the eteam.
t

From: owner-eteam@adobe.com [mailto:owner-eteam@adobe.com] **On Behalf Of** Shantanu Narayen
Sent: Saturday, May 28, 2005 6:55 AM
To: eteam@adobe.com
Subject: FW: Recruitment of Apple Employees

I wanted to let you all know that Bruce, Theresa and I discussed the issue of recruiting with Apple. We don't want the gloves off – it doesn't do either company any good and we don't want Steve personally recruiting our key talent. We've agreed that we will not solicit employees.

Let us know if you have questions.

From: Theresa Townsley [mailto:townsley@adobe.com]
Sent: Friday, May 27, 2005 9:49 PM

To: Donna Morris

Cc: Shantanu Narayen; Bruce Chizen; Gloria Stinson

Subject: Recruitment of Apple Employees

Hi Donna,

Bruce and Steve Jobs have an agreement that we are not to solicit ANY Apple employees, and vice versa. It is okay if they come to us through our referral program. However, if it looks like we have an Apple employee as a candidate for a senior role at Adobe (Director and VP), we need to let Bruce know so he can talk to Steve.

Please ensure all your worldwide recruiters know that we are not to solicit any Apple employee. I know Jerry is soliciting one now, so he'll need to back off. Please help him with how to do that.

Let me know if you have any questions.

t

EXHIBIT O

From: Donna Morris [dcmorris@adobe.com]
Sent: Sunday, May 23, 2004 9:47 PM
To: 'Theresa Townsley'
Subject: RE: USF

Theresa thanks for the heads up, it is not likely that we have done aggressive recruitment, but I will ensure that Jerry and Jeff are aware and that they do not call in or focus their search in this area.

Tx, d

Donna Morris
Sr. Director, Global Talent
Adobe Systems Incorporated

Visit www.adobe.com to profile for future career opportunities

-----Original Message-----

From: Theresa Townsley [mailto:townsley@adobe.com]
Sent: Sunday, May 23, 2004 9:14 PM
To: 'Chuck Geschke'
Subject: RE: USF

Hi Chuck,

Good to hear from you.

I completely understand what you are asking for in regards to USF. I'll ask our recruiters not to target them for awhile. If any employee comes to us we will treat them just like any other candidate. However, we will not go after passive candidates. Is that okay?

I'd love to talk to the head of HR regarding any best practices. Regardless of who initiates the discussion both parties typically walk away with a few new best practices to think about. Please have him call me directly 408 536-3350.

Warm regards,
Theresa

-----Original Message-----

From: Chuck Geschke [mailto:geschke@adobe.com]
Sent: Sunday, May 23, 2004 12:48 PM
To: Theresa Townsley
Cc: geschke@adobe.com
Subject: USF

Hi Theresa,

I have two items for you that have come up during my recent meetings at USF.

The first is a little awkward for me and I am not sure exactly what to ask or say. We recently lost the head of USF's IT department to

cancer. He had been aware of his condition for several years and so had done an excellent job of grooming his replacement, a young woman, Tracy Schroeder. Over the past several months, Adobe has hired away two of her better technical people. I have no desire to attempt to control the market for hiring excellent people from anywhere. But, I would like ask that we do not target her group at USF for a while. She is doing a great job under difficult circumstances and does not need the extra pressure. I hope that I am not stepping over the line as I feel conflicted from all directions.

The second item involves a possible request from me to you to spend a little time with the HR head at USF counselling him on some of the performance appraisal and stack ranking practices that you have implemented at Adobe. I am not sure that I will call on you as I want the president of USF to decide that he wants the external advice. (I think he will.) If I ask and you are willing, I will make sure that the time demands on you are very limited (one or two meetings at most). Let me know if this is even possible for you.

Thanks and it was great spending time with you, your family and your staff at the awards banquet on May 4.

Chuck

EXHIBIT P

March 29, 2004

PERSONAL & CONFIDENTIAL

Ms. Donna C. Morris
Sr. Director, Global Talent Human Resources
Adobe Systems Incorporated
321 Park Avenue
San Jose, CA 95110-2704

Dear Donna,

We are enthusiastic about the opportunity to expand our relationship with Adobe Systems, Inc. and are pleased to provide you with a proposal outlining how Heidrick & Struggles can partner with Adobe Systems, Inc., to perform the Company's executive search process. As you requested, the following is our proposal for assisting you with this process.

Proposed Approach

We plan to closely integrate our executive assessment and search services. This will allow us to ensure that we have a deep knowledge of Adobe's culture and executive team. We plan to include our search consultants in the assessment process and to leverage that knowledge in executive recruiting.

We will review the account on a monthly basis and will conduct a formal review semi-annually. If either party is dissatisfied with the relationship, they can terminate the agreement with 30 days of notice.

Our Search Process

1. The first phase of the search process will involve an extensive research effort to identify potentially qualified candidates and sources. We would plan to discuss our target list with you or your Search Committee within ten days of starting the search. We would plan to have candidates for you to interview within two to three weeks after starting the search.
2. The next phase of the search process, the selection and closing, will primarily be your responsibility for execution, but will be orchestrated and managed very closely by us. This will include coordination of initial interview meetings with the Search Committee, the communication of results, the development of a strategy for elements of a final offer, and the closing of a successful candidate. The second phase may take as long as a month or two, or it can go quickly, depending on your priorities and the availability of candidates for scheduling. It is important to remain flexible and creative in terms of the requirements for the position, as well as changing business conditions. Our goal will be to communicate with you frequently in order to be aware of such changes.
3. We will use a custom Website to manage each search. The Website will be active in approximately five business days from the beginning of the search process.

Engagement Team

We understand that you or a designee that you assign will be the client for each search. John Thompson and Jeff Sanders will lead the Heidrick & Struggles search team and will be supported by other partners when necessary.

Fees, Expenses and Other Terms

Our professional fee for the executive searches will be a 30% fee structure based on base and targeted bonus plus sign on bonus for all projects. There will be no minimum fee requirements from Adobe Systems, Inc. Heidrick & Struggles will have right of first refusal on all retained searches worldwide. John Thompson and Jeff Sanders will serve as your one points of contact with the search relationship.

Direct and Indirect Expenses

Our incurred expenses on your behalf are in two general categories.

The first category is *direct expenses*. These expenses are the direct costs of travel, meals, hotel and the like. It also includes any third party research needed for a particular assignment. Each month we will submit an invoice for reimbursement of these expenses.

The second category is *indirect expenses*. These expenses are attributable to our client projects as incremental costs, but they are costs that are either difficult or impossible to attribute to each individual project. Examples of these expenses include internal data and networking communications, postage and report production. Indirect expenses are 12 percent of fee and are capped at \$15,000.

Off Limits

Because of Heidrick & Struggles' exclusive relationship with Adobe, we will not to recruit any executives globally for a 12-month period. We will plan to review the relationship after 18 months.

Indemnification

Adobe Systems Inc., hereby indemnifies and holds harmless Heidrick & Struggles, its directors, officers, employees, agents and attorneys from and against any and all claims, actions, suits, proceedings, liabilities, losses, costs, damages, or expenses asserted against, or incurred by Heidrick & Struggles or any such director, officer, employee or agent by reason of, or arising out of the management appraisal conducted by or any feedback provided by Heidrick & Struggles or Heidrick & Struggles' performance under this agreement, except to the extent such claims, liabilities, losses, costs, damages or expenses have resulted from the willful misconduct or gross negligence of Heidrick & Struggles or any such director, officer, employee or agent.

HEIDRICK & STRUGGLES

Limitation of Liability

To the fullest extent lawful, Adobe Systems Inc., agrees that neither Heidrick & Struggles, nor any director, officer, employee, agent or attorney of Heidrick & Struggles shall have any liability to Adobe Systems Inc. or its shareholders, directors, officers, employees, agents or attorneys for or in connection with this engagement, except such liability for losses incurred by Adobe Systems Inc., which are judicially determined to have resulted primarily and directly from Heidrick & Struggles' willful misconduct or gross negligence.

Acknowledgment

Please indicate your acceptance of the terms and conditions set forth by signing and returning via fax (650/854-2932) a copy of this letter to the attention of John Thompson. We will move forward with the project upon receipt of this signed letter in accordance with your desired schedule.

HEIDRICK & STRUGGLES

ADOBE_047082

Confidential

We understand how important this effort is for you and Adobe Systems Inc. Our approach to such efforts is highly collaborative, and we look forward to partnering with you.

Sincerely,

Stephen Miles
Principal
Leadership Services Practice

Jeffrey Sanders
Partner
Heidrick & Struggles

John T. Thompson
Vice Chairman
Heidrick & Struggles

Accepted:

Donna C. Morris
Sr. Director, Global Talent Human Resources
Adobe Systems Inc.

Date

EXHIBIT Q



NDA COVER SHEET
Scanning Project

Contract Group



Non-Disclosure

Current
Apple Master
Mutual

Name of Other Party:

Apple

Effective Date:

4/30/90

Termination Date:

Contract Term:

* For example, 1 year, auto renew, etc.

ADOBE SYSTEMS INCORPORATED

**MASTER AGREEMENT
FOR
MUTUAL DISCLOSURE OF INFORMATION**

Effective Date: April 30, 1990

This Agreement governs the disclosure of information by and between APPLE COMPUTER, INC. having a principal place of business or residing at 20525 Mariani Avenue, Cupertino, California (the "Company") and ADOBE SYSTEMS INCORPORATED and its subsidiaries and affiliates, having a principal place of business at 1585 Charleston Road, P.O. Box 7900, Mountain View, California 94309-7900 ("Adobe").

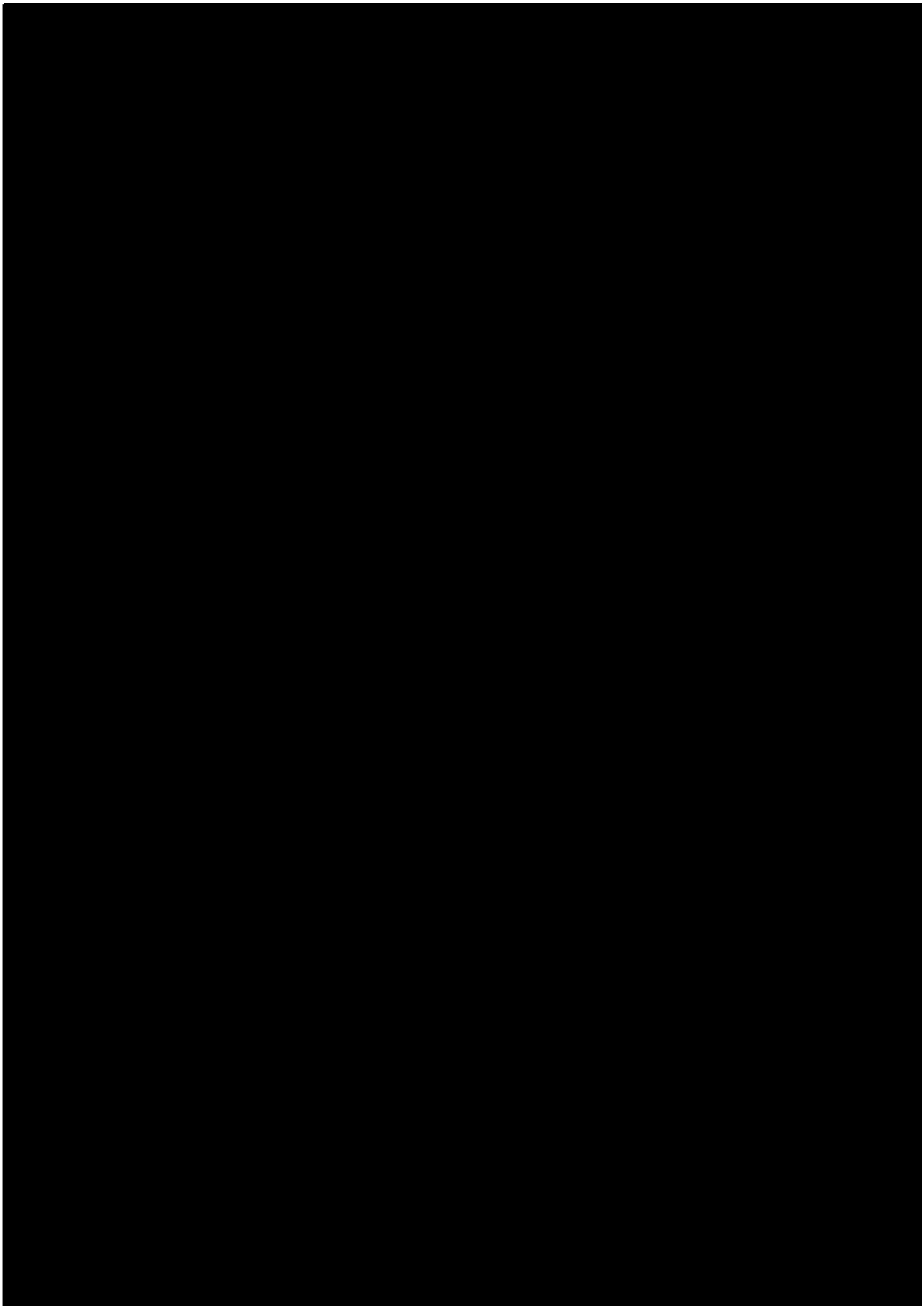


Exhibit A

to Master Agreement for Mutual Disclosure of Information

Form of Appendix

Disclosure of Confidential Information

Date:

Description of Confidential Information:

Adobe Systems Incorporated

Apple Computer, Inc.

By: _____

By: _____

Print Name: _____

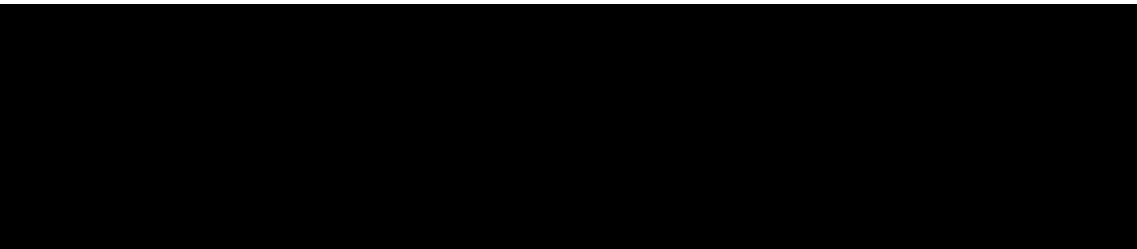
Print Name: _____

Confidential

**AMENDMENT TWO
TO
MASTER AGREEMENT FOR
MUTUAL DISCLOSURE OF INFORMATION**

This Amendment Two is an amendment to the Master Agreement for Mutual Disclosure of Information between Apple Computer, Inc. and Adobe Systems, Inc, dated April 30, 1990, as amended by Amendment One dated October 3, 2002 (the "Master Agreement").

The parties hereby agree that the Master Agreement will be further amended as set forth below, solely with respect to the Confidential Information identified in Exhibit A hereto.



Except as set forth herein, the Master Agreement as amended remains in full force and effect.

In witness whereof, the parties have executed this Amendment Two as of December 11, 2002.

ADOBE SYSTEMS, INCORPORATED

By: [Signature]

Printed Name: BRYAN CAMKIN

Title: SVP

Date: 12/11/02

APPLE COMPUTER, INC.

By: [Signature]

Printed Name: Aradis Tevenin, Jr.

Title: SVP Software

Date: 12/11/02

Confidential

EXHIBIT A-2

**To Amendment Two to Master Agreement
For Mutual Disclosure of Information**

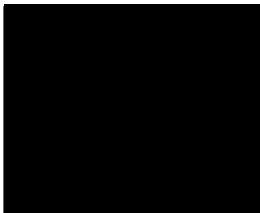
Form of Appendix

Description of Confidential Information

Date: 12/11/02

Description of Confidential Information: Apple's future business plans and products disclosed at meeting held at Apple on 

Authorized Employees:



**APPENDIX TO
ADOBE SYSTEMS INCORPORATED
MASTER AGREEMENT FOR
MUTUAL DISCLOSURE OF INFORMATION**

This document is an appendix ("Appendix") to the Adobe Systems Incorporated Master Agreement for Mutual Disclosure of Information dated April 30, 1990 (the "Agreement") between Apple Computer, Inc. ("Apple") and Adobe Systems Incorporated ("Adobe"). In the event of any inconsistency between the terms of the Agreement and the terms of this Appendix, the terms of this Appendix shall prevail with respect to the Confidential Information contained herein. All other terms of the Agreement shall apply to this Appendix.

This Appendix is entered into and is effective as of May 30, 1995, (the "Effective Date") to identify Confidential Information disclosed by Apple to Adobe orally on the Effective Date.

Description of Confidential Information.

[REDACTED]

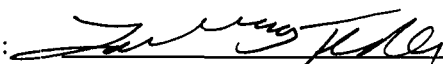
Adobe Systems Incorporated

By: 

Print Name: S. A. Mc Donald

Date: 5/30/95

Apple Computer, Inc.

By: 

Print Name: Lawrence G. Tesler

Date: May 30, 1995

**Appendix to Master Agreement for Mutual
Disclosure of Information**
dated, April 30, 1990

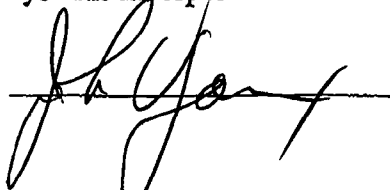
Date: October 14, 1994

Description of Confidential Information:

[REDACTED]

Adobe Systems Incorporated

By:



Print Name: John Vigouroux

Apple Computer, Inc.

By:



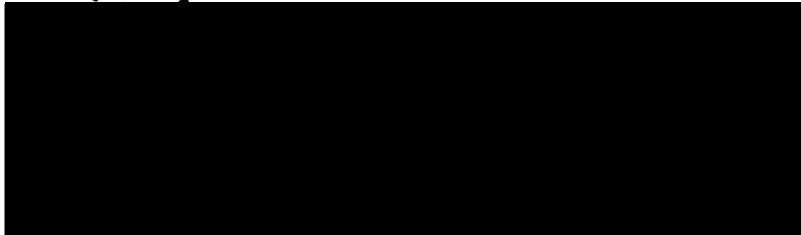
Print Name: Larry Wiklund

Appendix
to
Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: October 14, 1994

Description of Confidential Information:



Adobe Systems Incorporated

By: [Signature]

Print
Name: John Vigoreux

Apple Computer, Inc.

By: [Signature]

Print
Name: Larry Wiklund

APPENDIX

to Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 3/30/94

Description of Confidential Information:



Adobe Systems Incorporated

By: Jana Yankovich

Print
Name: Jana Yankovich

Apple Computer, Inc.

By: Mark Bloomquist

Print
Name: MARK BLOOMQUIST

Appendix
to
Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 8/27/93

Description of Confidential Information:



Adobe

Sean McKenna

Jeff Parker

Peter Merrill

John Vigoroux

Marsha Dillon

Eric Zocher

Steve Guttman

Apple

Peter Zan

Paul Hargus

Adobe Systems Incorporated

By: Marsha Dillon

Print
Name: Marsha Dillon

Apple Computer, Inc.

By: [Signature]

Print
Name: Peter Zan

Appendix
to
Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 5/25/93

Description of Confidential Information:



Adobe Systems Incorporated

By: Esther Kletter

Print

Name: Esther Kletter

Apple Computer, Inc.

By: Laurie Vertelney

Print

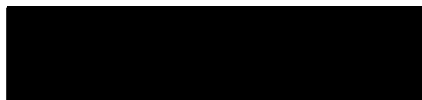
Name: LAURIE VERTELNEY

Appendix
to
Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 4/30/93

Description of Confidential Information:



Adobe

Deb Triand

George Conroy

Marsha Dillon

Amy Kallio

Tom Malley

Bob Koch

Doug Olson

Jim King

Eric Locher

Steve Guttman

Apple

Mark Gontales

Amy Hammond

Fred Monroe

Deeey Pennington

Adobe Systems Incorporated

By: Marsha Dillon

Print
Name: Marsha Dillon

Apple Computer, Inc.

By: [Signature]

Print
Name: Andrea Hammond

Appendix
to
Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 2/11/93

Description of Confidential Information:



Adobe attendees

Amy Battio
Marsha Dillon
Frank Boosman

* George Cacioppo

Jim King

Bill McCoy

Tom Schramm

Fred Schwedner

Bill Spaller

* Jim Stephens

Deb Triant

Bob Whuff (CPD)

Steve Zilles

Eric Zocher

* did not attend but rec'd handouts

Adobe Systems Incorporated

By:

Marsha Dillon

Print

Name: Marsha Dillon

Apple attendees

Jed Harris

Andy Poupant

Kare May

Apple Computer, Inc.

By:

Jed Harris

Print

Name:

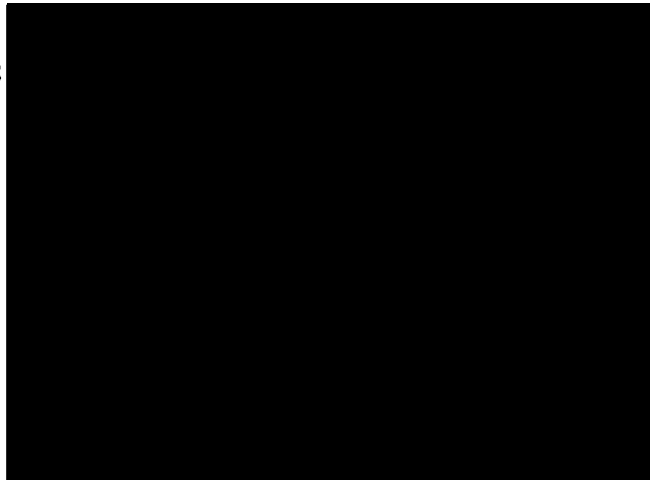
Jed Harris

Appendix
to
Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: Dec. 18, 1992

Description of Confidential Information:



Adobe attendees at
Apple Briefing

Marsha Dillon
Amy Buffico
George Cacioppo
Mike Matsumoto
Paula Bardell
John Warnock
Bill Spallen
Tony Bruno
Tom Schramm
Joe Sorger
Sandra Lee-Dorsans
Matt Jacobs
Bill Hastings
Dave Yost
Paul Rorner

Jim King
Steve Ellis
Steve Guttman
Tim Myers
Doug Olson
Randy Ubell
Mark Hamburg
Eric Locher
Kevin Wandryk
Bob Koch
Tom Malloy

Adobe Systems Incorporated

By: Marsha Dillon

Print
Name: MARSHA DILLON

Apple Computer, Inc.

By: [Signature]

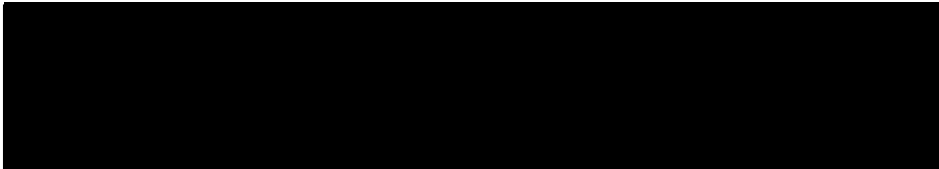
Print
Name: Lesley Pennington

ADOBE SYSTEMS INCORPORATED

**Appendix to Master Agreement for Mutual Disclosure of Information
dated April 30, 1990.**

Date: 12/17/91

Description of Confidential Information:



Adobe Systems Incorporated

By: Amy Baffico

Print Name: Amy Baffico

Apple Computer, Inc.

By: Jim Lanahan

Print Name: JIM LANAHAN

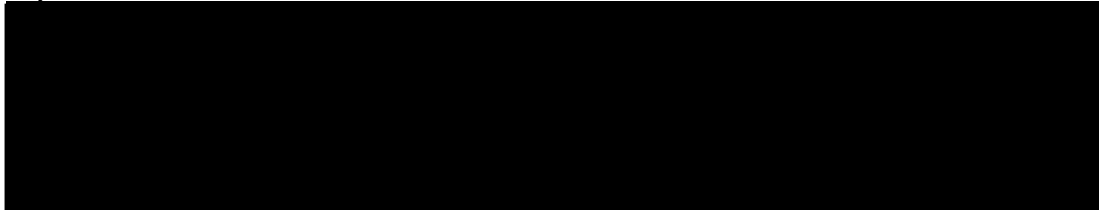
APPENDIX

to Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 11/12/12

Description of Confidential Information:



Adobe Systems Incorporated

Apple Computer, Inc.

By: Marsha Dillon

By: Rick McEachern

Print
Name: Marsha Dillon

Print
Name: RICK MCEACHERN
SCANNER PRODUCT MGR.

Also attending:
Steve Guttman
Bob Shanahan



Appendix
to
Master Agreement for Mutual Disclosure of Information (the "Agreement")
dated April 30, 1990
between
Adobe Systems Incorporated ("Adobe")
and
Apple Computer, Inc. ("Company")
Disclosure of Confidential Information

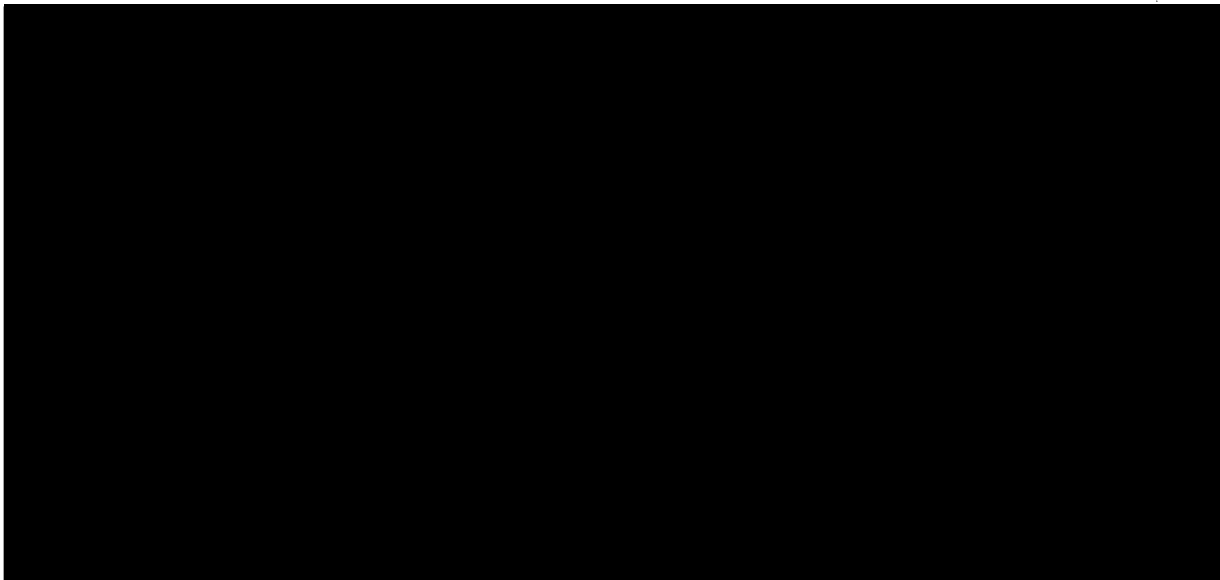
Date: August 6 1991

Description of Confidential Information:



Additional Terms and Conditions:

Company and Adobe agree that the following terms and conditions, in addition to the terms and conditions set forth in the Agreement, shall govern Adobe's use of the Confidential Information described above.





IN WITNESS WHEREOF; the parties have executed this Appendix in duplicate as of the date first written above.

Adobe Systems Incorporated

Apple Computer, Inc.

By (Signature): Eric E. Zacher 8/8/91

By (Signature): _____

Print Name: Eric E. Zacher

Print Name: _____

Apple Computer, Inc.
20525 Mariani Avenue
Cupertino, California 95014
(408) 996-1010
TLX 171-576

APPENDIX 3/4/91

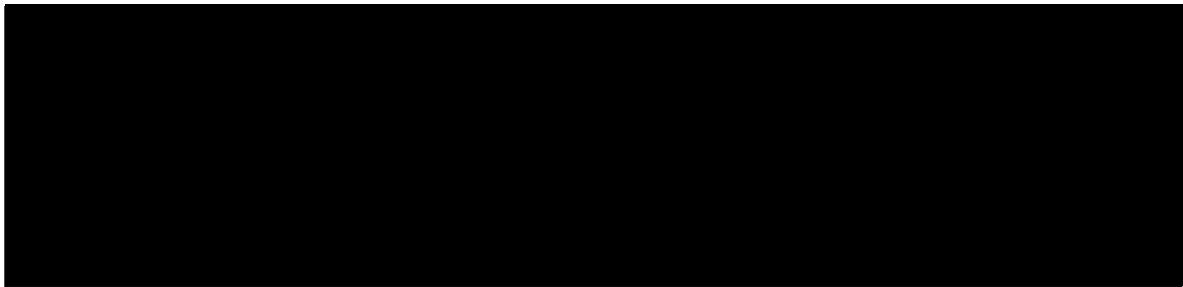
to Master Agreement for Mutual Disclosure of Information (the "Agreement")

4/30/90 Between
Adobe Systems Incorporated ("Adobe")
and
Apple Computer, Inc. ("Company")

Disclosure of Confidential Information

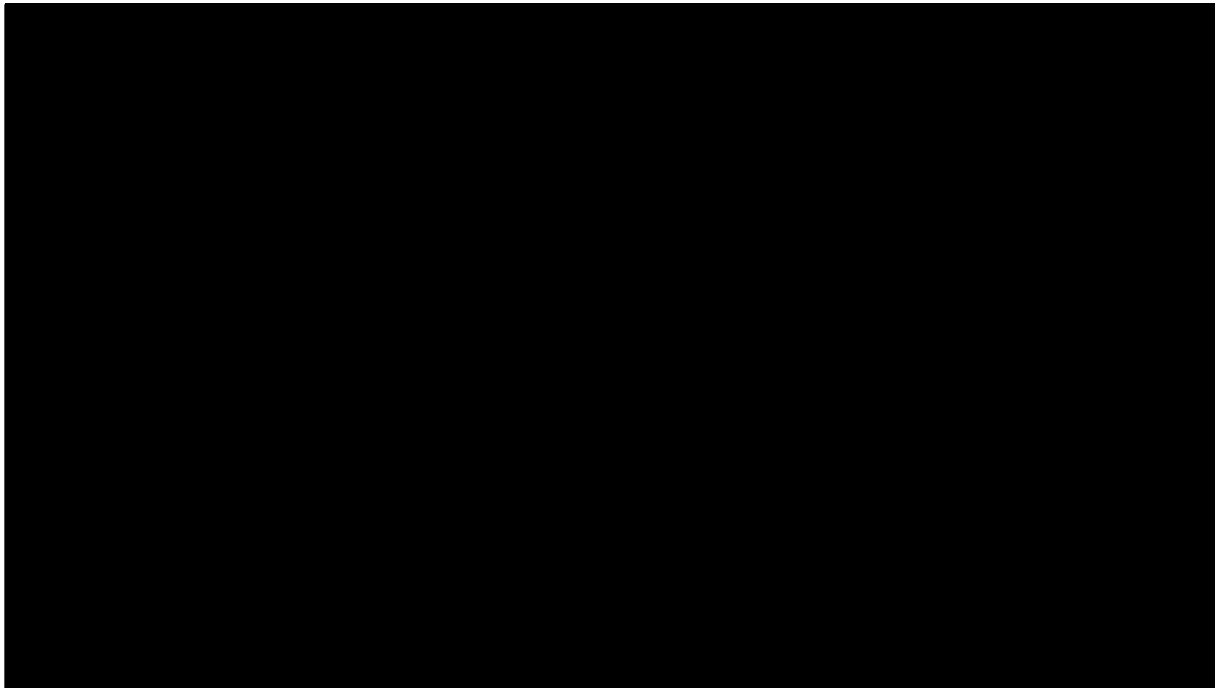
Date: March 8, 1991.

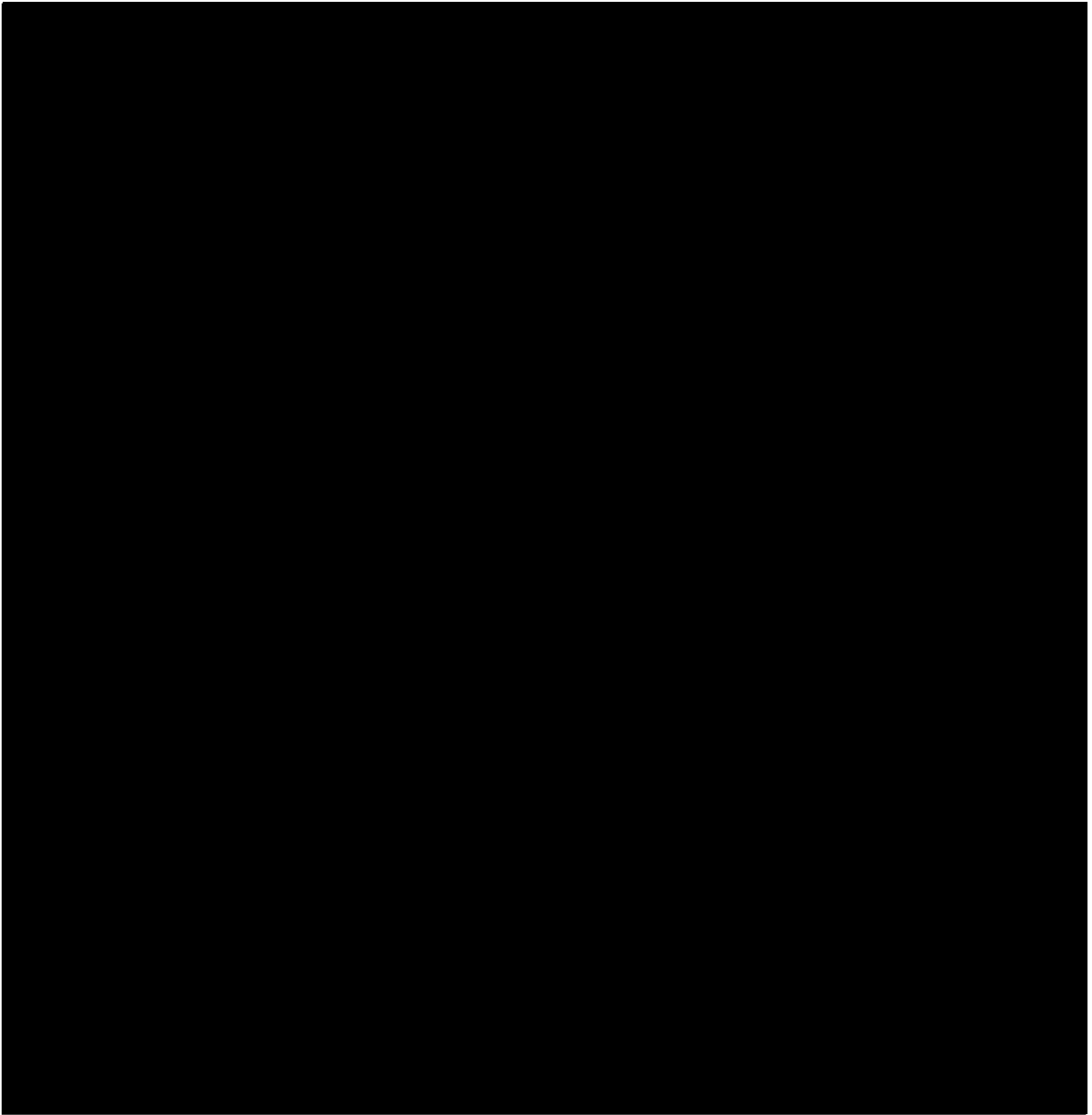
Description of Confidential Information:



Terms and Conditions of Release of the LaserWriter Driver:

Company and Adobe agree that the following terms and conditions shall govern the Adobe's use of the LaserWriter Driver prior to the execution of a comprehensive Printer Driver Agreement as described in (e) below.







IN WITNESS WHEREOF; the parties have executed this Appendix in duplicate as of the date first written above.

Adobe Systems Incorporated

By: Colleen M. Pouliot

Print
Name: Colleen M. Pouliot
General Counsel & Secretary

Apple Computer, Inc.

By: Jerry Murch

Print
Name: JERRY MURCH
DIRECTOR, IMAGING SYSTEMS

LaserWriter is a registered trademark of Apple Computer, Inc.

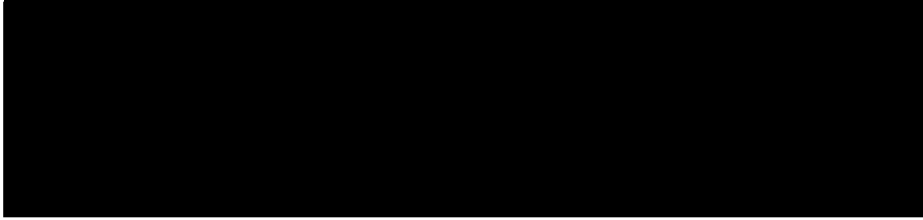
APPENDIX

to Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date: 10-15-90

Description of Confidential Information:



Adobe Systems Incorporated

Apple Computer, Inc.

By: John C. Nash

By: Brian Grimschaw

Print
Name: John C. Nash

Print
Name: Brian Grimschaw

Appendix to Master Agreement for
Mutual Disclosure of Information

Disclosure of Confidential Information

Date:

May 30, 1990

Description of Confidential Information:



Adobe Systems Incorporated

By: William McCoy

Print Name: WILLIAM MCCOY

Apple Computer, Inc.

By: Roger Thomson

Print Name: ROGER THOMPSON

Appendix to Master Agreement for
Mutual Disclosure of Information

Disclosure of Confidential Information

Date:

May 1, 1990

Description of Confidential Information:



Adobe Systems Incorporated

By: [Signature]

Print Name: R. Dan Putman

Apple Computer, Inc.

By: Edward W Birss

Print Name: Edward W. Birss

EXHIBIT A (APPLE)

Exhibit A

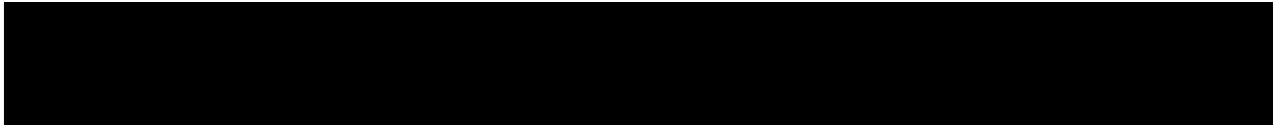
to Master Agreement for Mutual Disclosure of Information

Form of Appendix

Disclosure of Confidential Information

Date: June 21, 1990

Description of Confidential Information:



Adobe Systems Incorporated

By: FL Mitchell

Print Name: FL Mitchell

Apple Computer, Inc.

By: Jim Stoughton

Print Name: Jim Stoughton

EXHIBIT A

to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: STEVE WINTERS

Title: MANAGER, PRINTER DRIVERS GRP.

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

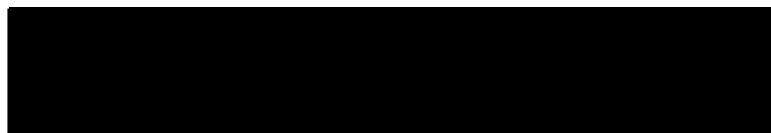
Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 02/26/92

Disclosing Party ("Licensor"): ADOBE

Project Code Name:

General Description:



Address of Prototype Site:

APPLE COMPUTER, INC.

[Signature]
Authorized Signature

Steve Winters
Printed Name

Title

Date: 2/26/92

ADOBE SYSTEMS INCORPORATED

[Signature]
Authorized Signature

AMY BAFFICO
Printed Name

BUSINESS MGR
Title

Date: 02/26/92

EXHIBIT A
to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Steve Winters

Title: Manager Imaging Software

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

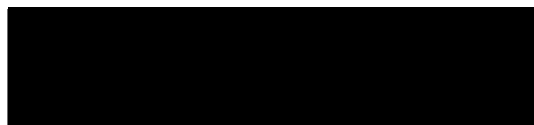
Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 2/10/93

Disclosing Party ("Licensor"): Adobe

Project Code Name: N/A

General Description:



Address of Prototype Site: 3515 Monroe St.
Santa Clara, CA 95051

APPLE COMPUTER, INC.

[Signature]
Authorized Signature

Steve Winters
Printed Name

Mgr Imaging Software
Title

Date: 2/10/93

ADOBE SYSTEMS INCORPORATED

[Signature]
Authorized Signature

Marsha Dillon
Printed Name

mkt Prog Mgr
Title

Date: 2/10/93

EXHIBIT A
to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Scott Converse

Title: Apple Online Systems R+D Mgr.

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 5-17-93


Disclosing Party ("Licensor"): Adobe Systems

Project Code Name: [REDACTED]

General Description: [REDACTED]

Address of Prototype Site:

APPLE COMPUTER, INC.

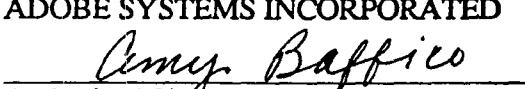

Authorized Signature

Scott Converse
Printed Name

Mgr. AOS R+D
Title

Date: 5/17/93

ADOBE SYSTEMS INCORPORATED


Authorized Signature

Amy Battico
Printed Name

OEM Business Manager
Title

Date: 5-17-93

Prototype License

PAGE 5

EXHIBIT A
to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Mark Bloomquist
Title: Mgr. Electronic Media Group

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 3/30/94

Disclosing Party ("Licensor"): Jena Yankovich / Acrobat Product Mkt.

Project Code Name: 

General Description: 

Address of Prototype Site: 20925 Mariani Ave
Cupertino, CA 95014

APPLE COMPUTER, INC.

Mark Bloomquist
Authorized Signature

MARK BLOOMQUIST
Printed Name

Manager
Title

Date: 4-25-94

ADOBE SYSTEMS INCORPORATED

Jena Yankovich
Authorized Signature

Jena Yankovich
Printed Name

Project Manager
Title

Date: 3/30/94

EXHIBIT A
to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: MARC KAUFMAN

Title: COMPUTER SCIENTIST

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date:

Disclosing Party ("Licensor"):

Project Code Name: [REDACTED]

General Description: [REDACTED]

Address of Prototype Site:

APPLE COMPUTER, INC. -

Paul Bonmarito
Authorized Signature

Paul Bonmarito
Printed Name

Seed Coordinator
Title

Date: 3/8/95

ADOBE SYSTEMS INCORPORATED

Stephen A. MacDonald
Authorized Signature

Stephen A. MacDonald
Printed Name

Sr. Vice President/General Mgr.
Title

Date: 2/21/95

02/27/95

13:04

1 415 961 1827

ADOBE LEGAL

007/007

EXHIBIT A

to

Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Tim GodfreyTitle: APD QA LABS Manager

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 2/28/95Disclosing Party ("Licensor"): Apple ComputerProject Code Name: General Description: 

Address of Prototype Site: 83 King St., Ste 108, Seattle, WA 98109
Main address: 411 1st Ave S., Seattle, WA 98104
 (Shipping address: 99 S. Jackson St., Seattle, WA 98104)
 APPLE COMPUTER, INC.

ADOBE SYSTEMS INCORPORATED

Authorized Signature _____

Printed Name _____

Title _____

Date: _____

Authorized Signature Eric ZecherPrinted Name ERIC ZECHERTitle VP of Engineering, APDDate: FEB. 28, 1995

Prototype License

PAGE 5

Exhibit A

to Master Agreement for Mutual Disclosure of Information

Form of Appendix

Disclosure of Confidential Information

Date: 10.25.92

Description of Confidential Information:

Adobe Systems Incorporated

By: [Signature]

Print Name: JIM STEPHENS
10/25/92

Apple Computer, Inc.

By: [Signature]

Print Name: JERRY MUAEN 10/29/92

Brian Lawley
BRIAN LAWLEY

[Signature]
Steve Winters

M. S. Allen

MITCH ALLEN

[Signature]
Lloyd Pennington

EXHIBIT A
to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Steve Winters

Title: Manager Imaging Software

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 1-20-93

Disclosing Party ("Licensor"): Adobe Systems

Project Code Name: [REDACTED]

General Description: [REDACTED]

Address of Prototype Site: 3515 Monroe St
Santa Clara, CA 95051

APPLE COMPUTER, INC.



Authorized Signature

Steve Winters
Printed Name

Mgr Imaging Software
Title

Date: 1/20/93

ADOBE SYSTEMS INCORPORATED


Authorized Signature

Marsha Dillon
Printed Name

Mkt Prog Mgr
Title

Date: 1/20/93

EXHIBIT A
to
Prototype License and Confidentiality Agreement
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Michael Burbidge

Title: Computer Scientist

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date:

Disclosing Party ("Licensor"):

Project Code Name: [REDACTED]

General Description:

Address of Prototype Site:

APPLE COMPUTER, INC.

[Signature]
Authorized Signature

Reginald Page
Printed Name

Software Seed Project Coordinator
Title

Date: 8/4/95

ADOBE SYSTEMS INCORPORATED

[Signature]
Authorized Signature

Eric Zocher
Printed Name

Vice President of APD Eng.
Title

Date: 7-21-95



Prototype License

PAGE 5

Date: 7/18/95

Project codename: ODF

Seed Site Information Sheet

Company information:

Company name Adobe Systems, Inc. / Shuksan
(as printed on company letterhead; include division name if applicable)

Main phone number (206)

Primary contact: (This person will receive future agreements and seed materials)

Name of primary contact Michael Burbidge

Phone number for primary contact (206) 343-3229

FAX number for primary contact ()

Email address for primary contact m.burbidge@adobe.com
(for projects available via ftp/internet access, you will be notified by email)

Mailing Address for primary contact: (No P.O. Box addresses please)

Address Line 1 Michael Burbidge / Adobe Systems, Inc.

Address Line 2 411 First Ave. So.

City/State/ZIP Seattle, WA 98104

Country

Secondary Contact: (Alternate contact for your company)

Name of secondary contact

Phone number for secondary contact ()

AppleLink address for secondary contact



EXHIBIT A

to

**Prototype License and Confidentiality Agreement
Form of Appendix**

PROTOTYPE LICENSEE SITE DESIGNEE

X Printed Name: Jeff Garner

Title: Member, Technical Staff

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

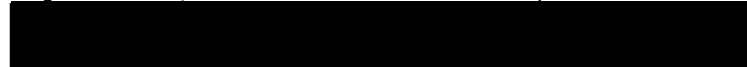
X Date: October 12, 1995

Disclosing Party ("Licensor"): Apple Computer, Inc.

Project Code Name:



General Description:



X Address of Prototype Site:

411 First Ave. So.
Seattle, WA 98104

APPLE COMPUTER, INC.

X Nancy Goetting
Authorized Signature

NANCY GOETTING
Printed Name

Seed Specialist
Title

Date: 10/27/95

X ADOBE SYSTEMS INCORPORATED

Eric E. Zacher
Authorized Signature

Eric E. Zacher
Printed Name

Vice President, Engineering
Title

Date: 10/20/95

Date: 10/11/95

Apple Seedling Projects

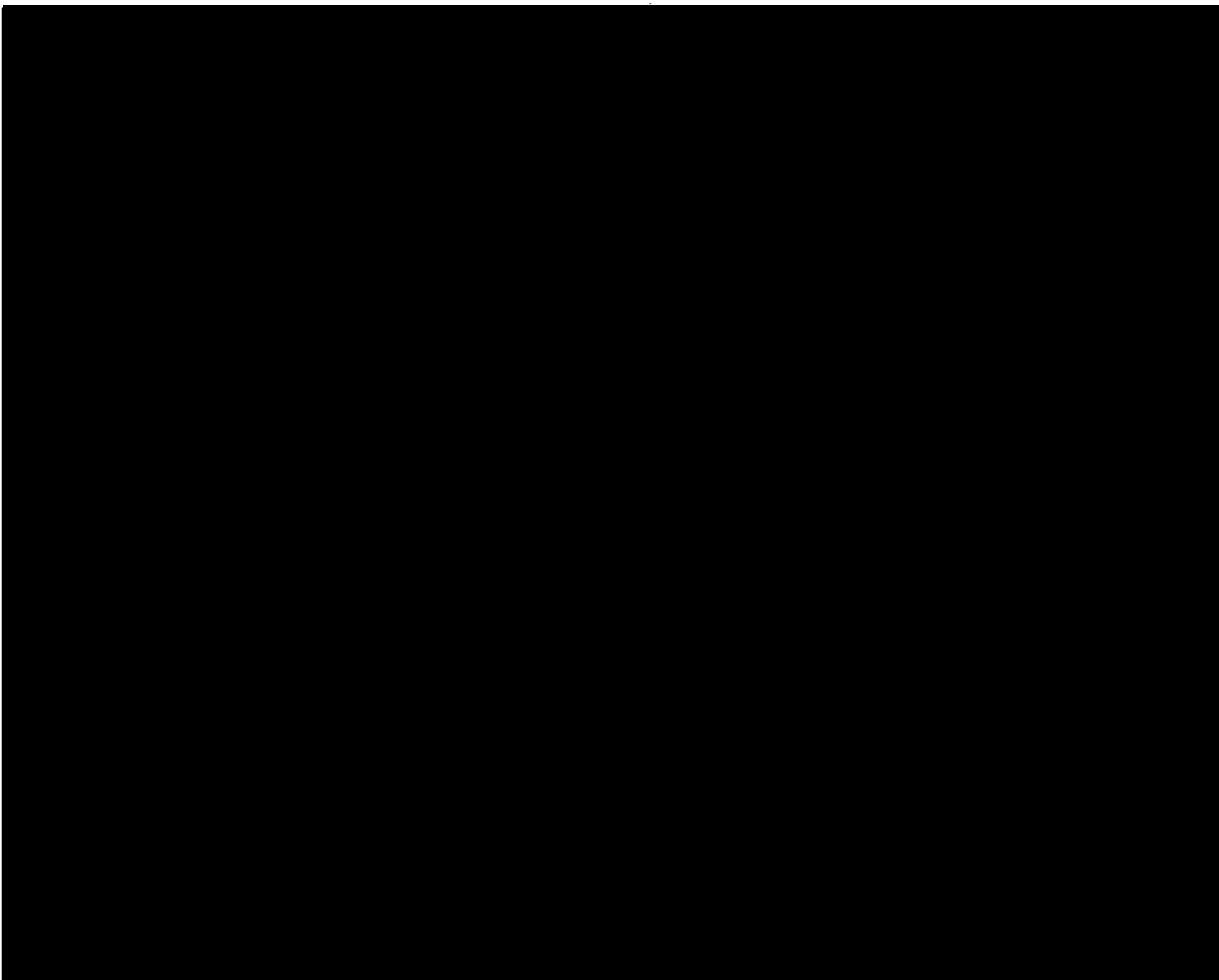
Seed Site Information Sheet**Company information:**Company name Adobe Systems Incorporated
(as printed on company letterhead; include division name if applicable)Main phone number (206) 470-7000**Primary contact:** (This person will receive all seed materials)Name of primary contact Jeff D. GarnerPhone number for primary contact (206) 470-7459FAX number for primary contact (206) 470-7107AppleLink address for primary contact jgarner@adobe.com
Internet**Mailing Address for primary contact:** (No P.O. Box addresses please)Address Line 1 Adobe Systems Inc.Address Line 2 411 First Avenue SouthCity/State/ZIP Seattle, WA 98104Country U.S.A.**Secondary Contact:** (Alternate contact for your company)Name of secondary contact Mary ParkPhone number for secondary contact (206) 470-7426AppleLink address for secondary contact mpark@adobe.com
Internet

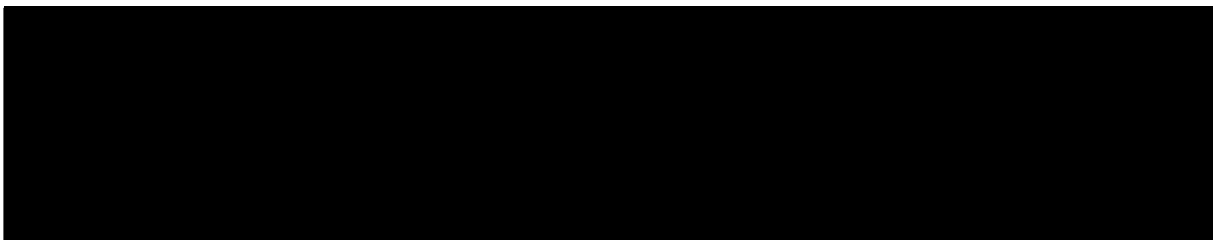
ADDENDUM (APPLE)

**SECOND ADDENDUM TO
MASTER AGREEMENT FOR MUTUAL DISCLOSURE OF INFORMATION
BETWEEN
ADOBE SYSTEMS INCORPORATED
AND
APPLE COMPUTER, INC.**

THIS SECOND ADDENDUM ("Addendum No. 2") to the Master Agreement for Mutual Disclosure of Information between Apple Computer, Inc. ("Company") and Adobe Systems Incorporated ("Adobe") dated April 30, 1990 (the "Agreement"), governs the disclosure by Adobe to Apple of Adobe's ASIC Technology. In the event of any inconsistency between the terms of the Agreement and the terms of this Addendum No. 2, the terms of this Addendum No. 2 shall prevail with respect to the Adobe ASIC Technology. All other terms of the Agreement shall apply to the Adobe ASIC Technology.

The following provisions shall apply to the disclosure by Adobe to Apple of Adobe's ASIC Technology:





Adobe Systems Incorporated

By: *Stephen A. McDonald*

Print Name: Stephen A. McDonald

Title: Sr. Vice President/General Mgr.

Date: 2/27/95

Apple Computer, Inc.

By: *Thomas Mager*

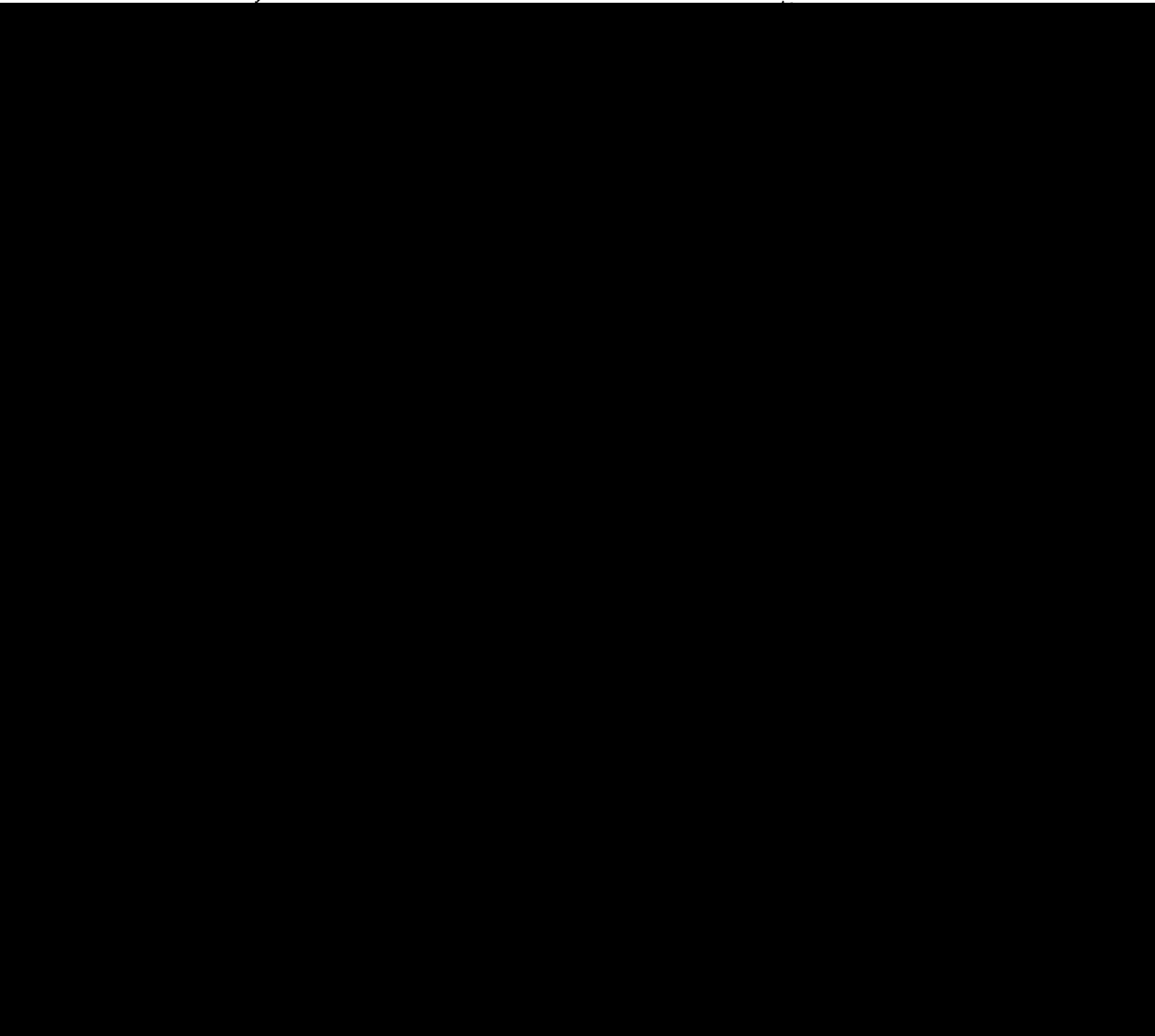
Print Name: Thomas Mager

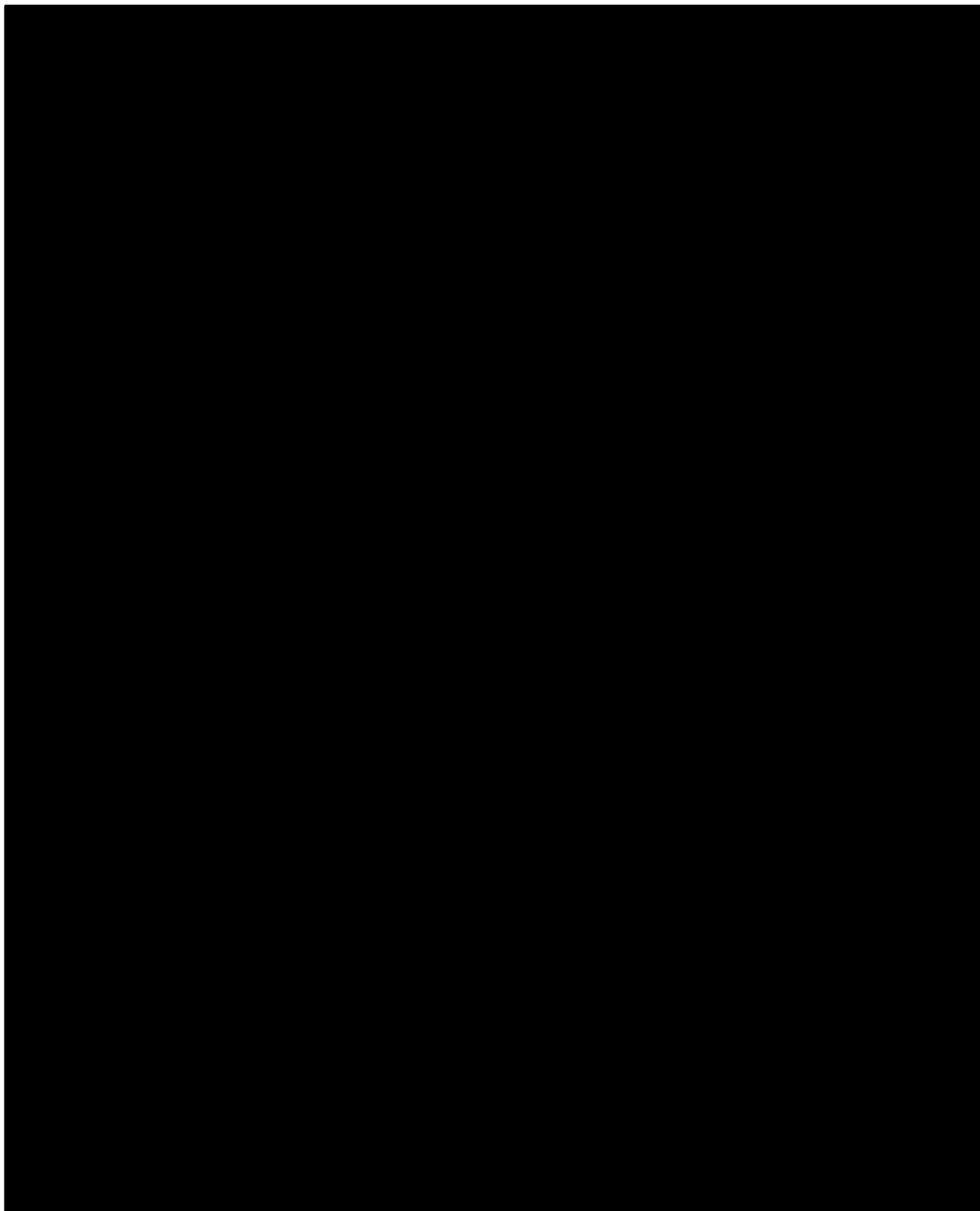
Title: Director, Personal Printer Engrg

Date: 2/21/95

**FIRST ADDENDUM TO
ADOBE SYSTEMS INCORPORATED
MASTER AGREEMENT FOR
MUTUAL DISCLOSURE OF INFORMATION**

This document is the first addendum (the "Addendum") to the Adobe Systems Incorporated Master Agreement for Mutual Disclosure of Information dated April 30, 1990 (the "Agreement") between Apple Computer, Inc. ("Apple") and Adobe Systems Incorporated ("Adobe"). In the event of any inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail with respect to the [REDACTED] Project. All other terms of the Agreement shall apply to the [REDACTED] Project.





04/05/94mgr

page 2

III.

IV.

V.

VI.

04/05/94mgr

page 3

This Addendum is entered into on behalf of the parties by their duly authorized representatives.

APPLE COMPUTER, INC.

ADOBE SYSTEMS INCORPORATED

Dave Stallard
SIGNATURE

S.A. MacDonald
SIGNATURE

Dave Stallard, Sr Director, Imaging Engineering
PRINTED NAME AND TITLE

S.A. MacDonald, Sr. VP. GM, SPD
PRINTED NAME AND TITLE

5-8-94
DATE SIGNED

5.10.94
DATE SIGNED

ADOBE Employees Authorized for Disclosure on the [REDACTED] Project
(each of whom are to initial below to indicate that they have read this Addendum)

1. Joel Sacks, Computer Scientist
Printed Name and Title

JS
Initials

Adobe.sacks, 415-962-4803
AppleLink and Telephone Number

2. Chuck Jordan, Computer Scientist
Printed Name and Title

CJ
Initials

No AppleLink, 415-962-4975
AppleLink and Telephone Number

3. George Cacioppo, OEM Group Engineering Manager
Printed Name and Title

GAC
Initials

Adobe.gac, 415-962-3983
AppleLink and Telephone Number



Adobe Systems Incorporated

1585 Charleston Road
P.O. Box 7900
Mountain View, CA 94039-7900
Phone 415 961.4400
Fax 415 961.3769

August 5, 1994

Kevin Andresen
Apple Computer, Inc.
20525 Mariani Avenue
Cupertino, CA 95014

Dear Mr. Andresen:

Pursuant to the First Addendum to the Master Agreement for Mutual Disclosure of Information, dated May 10, 1994 (the "██████████ Addendum") Apple and Adobe agree to add Marion Golin to the approved list of Adobe employees authorized for disclosure on the ██████████ Project. Her title, AppleLink address and telephone number are as follows:


Marion Golin, Engineering Project Manager
Printed Name and Title

PIAG-
Initials

mgolin; 415-962-2039
AppleLink and Telephone Number

Marion Golin has initialed this letter indicating that she has read the ██████████ Addendum. Please indicate your agreement with this letter by signing below and returning the original to us. Thank you.

Very truly yours,


John Vigouroux
OEM Business Manager

**ACKNOWLEDGED AND AGREED TO
ON BEHALF OF APPLE COMPUTER, INC.:**

By: 

DAVE STALLARD
Print Name

Title: Sr. Director

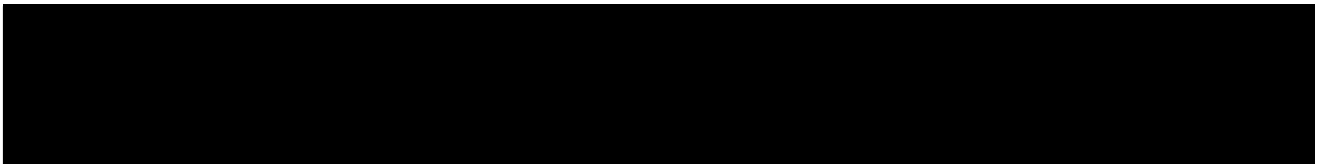
Date: 9/29/94

**AMENDMENT ONE
TO
MASTER AGREEMENT FOR
MUTUAL DISCLOSURE OF INFORMATION**

This Amendment One is an amendment to the Master Agreement for Mutual Disclosure of Information between Apple Computer, Inc. and Adobe Systems, Inc, dated April 30, 1990 (the "Master Agreement").

The parties hereby agree that the Master Agreement will be amended as set forth below, solely with respect to the Confidential Information identified in Exhibit A hereto.

The following sentence will be added to the end of Paragraph 4:



Except as set forth herein, the Master Agreement remains in full force and effect.

In witness whereof, the parties have executed this Amendment One as of October 3, 2002.

ADOBE SYSTEMS, INCORPORATED

By: 

Printed Name: Bruce R. Chizen
President & CEO
Title: Adobe Systems, Inc.

APPLE COMPUTER, INC.

By: _____

Printed Name: _____

Title: _____

*Origs - don't
have Apple's sign-
ature on these*

EXHIBIT A

**To Amendment One to Master Agreement
For Mutual Disclosure of Information**

Form of Appendix

Description of Confidential Information

Date: 10/3/02

Description of Confidential Information: Apple's future business plans and products disclosed at meeting held at Apple on [REDACTED]

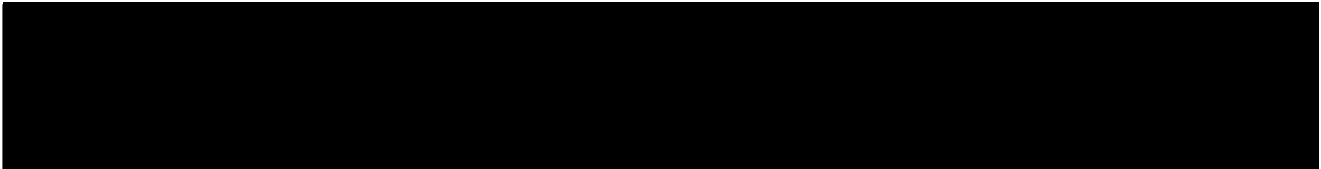
Authorized Employees : [REDACTED]

**AMENDMENT ONE
TO
MASTER AGREEMENT FOR
MUTUAL DISCLOSURE OF INFORMATION**

This Amendment One is an amendment to the Master Agreement for Mutual Disclosure of Information between Apple Computer, Inc. and Adobe Systems, Inc, dated April 30, 1990 (the "Master Agreement").

The parties hereby agree that the Master Agreement will be amended as set forth below, solely with respect to the Confidential Information identified in Exhibit A hereto.

The following sentence will be added to the end of Paragraph 4:



Except as set forth herein, the Master Agreement remains in full force and effect.

In witness whereof, the parties have executed this Amendment One as of October 3, 2002.

ADOBE SYSTEMS, INCORPORATED

APPLE COMPUTER, INC.

By: [Signature]

By: _____

Printed Name: Shantanu Narayen

Printed Name: _____

Title: EVP Worldwide Products

Title: _____

EXHIBIT A

**To Amendment One to Master Agreement
For Mutual Disclosure of Information**

Form of Appendix

Description of Confidential Information

Date: 10/3/02

Description of Confidential Information: Apple's future business plans and products disclosed at meeting held at Apple on October 3, 2002

Authorized Employees : Bruce Chizen, Shantanu Narayen